
State:	District of Columbia	Filing Company:	American Family Home Insurance Company
TOI/Sub-TOI:	19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)		
Product Name:	Collector Vehicle Program		
Project Name/Number:	Collector Vehicle Program/AFHIC-CV-DC-F-1019		

Filing at a Glance

Company:	American Family Home Insurance Company
Product Name:	Collector Vehicle Program
State:	District of Columbia
TOI:	19.0 Personal Auto
Sub-TOI:	19.0001 Private Passenger Auto (PPA)
Filing Type:	Form
Date Submitted:	01/14/2020
SERFF Tr Num:	MRTN-132182128
SERFF Status:	Submitted to State
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Effective Date	On Approval
Requested (New):	
Effective Date	
Requested (Renewal):	
Author(s):	Sonja Rodebaugh, Barb Blackowicz, Howard Chandler, Larry Wilk, Lorna Williams, Ashley Brewer, Melissa Deller, Doris Neiheisel
Reviewer(s):	
Disposition Date:	
Disposition Status:	
Effective Date (New):	
Effective Date (Renewal):	

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General Information

Project Name: Collector Vehicle Program Status of Filing in Domicile:
Project Number: AFHIC-CV-DC-F-1019 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 01/14/2020
State Status Changed: Deemer Date:
Created By: Howard Chandler Submitted By: Howard Chandler
Corresponding Filing Tracking Number: AFHIC-CV-DC-R-1019

Filing Description:

Attached for your review is a Filing Authorization Letter authorizing Martin & Company to submit this filing on behalf of American Family Home Insurance Company (hereinafter referred to as the company). Please direct all correspondence regarding this filing to Martin & Company.

The company is filing its initial Collector Vehicle Program.

If you have any questions or require additional information, please do not hesitate to contact us.

Company and Contact

Filing Contact Information

Howard Chandler, State Filing Analyst HChandler@martincompanyus.com
P.O. Box 70 215-672-2907 [Phone]
Edgemont, PA 19028-0070

Filing Company Information

(This filing was made by a third party - martinandcompany)

American Family Home Insurance	CoCode: 23450	State of Domicile: Florida
Company	Group Code: 361	Company Type: P&C
7000 Midland Boulevard	Group Name: Munich Re Group	State ID Number:
Amelia, OH 45102	FEIN Number: 31-0711074	
(609) 243-4321 ext. [Phone]		

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:

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Filing Company: American Family Home Insurance Company

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Waiver of Subrogation Endorsement	CAP-CW-A-0001	(12/19)	END	New		75.300	CAP-CW-A-0001 Waiver of Subrogation.pdf
2		Appreciation Security Endorsement	CAP-CW-A-0002	(12/19)	END	New		67.500	CAP-CW-A-0002 App Security.pdf
3		Occasional Commuting Endorsement	CAP-CW-A-0003	(12/19)	END	New		95.900	CAP-CW-A-0003 Occ Commute.pdf
4		Promotional Use Endorsement	CAP-CW-A-0004	(12/19)	END	New		75.300	CAP-CW-A-0004 Promo Use.pdf
5		Trip Coverage Endorsement	CAP-CW-A-0005	(12/19)	END	New		69.000	CAP-CW-A-0005 Trip Covg.pdf
6		Automobilia Endorsement	CAP-CW-A-0006	(12/19)	END	New		67.000	CAP-CW-A-0006 Automobilia.pdf
7		Trailer Physical Damage Endorsement	CAP-CW-A-0007	(12/19)	END	New		61.000	CAP-CW-A-0007 Trailer Phys Dam.pdf
8		Collector Race Car Endorsement	CAP-CW-A-0008	(12/19)	END	New		65.800	CAP-CW-A-0008 Collector Race Car Endorsement.pdf
9		Joint Ownership Coverage	CAP-CW-A-0009	(12/19)	END	New		56.500	CAP-CW-A-0009 Joint Ownership Coverage.pdf
10		Care Package Endorsement	CAP-CW-A-0010	(12/19)	END	New		67.800	CAP-CW-A-0010 Care Package Form.pdf
11		Collector Vehicle Motorcycle Endorsement	CAP-CW-A-0011	(12/19)	END	New		65.800	CAP-CW-A-0011 MotorCycle Endorsement.pdf
12		Additional Insured - Lessor	CAP-CW-A-0012	(12/19)	END	New		60.900	CAP-CW-A-0012 Additional Insured - Lessor.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
13		Loss Payable Clause	CAP-CW-A-0013	(12/19)	END	New		65.700	CAP-CW-A-0013 Loss Payable Clause.pdf
14		Electronic Equipment Not Permanently Installed Endorsement	CAP-CW-A-0014	(12/19)	END	New		86.600	CAP-CW-A-0014 Electronic Equipment not Permanently installed.pdf
15		Policy Declarations	CAP-CW-D-0001	(12/19)	DEC	New		0.000	CAP-CW-D-0001 Declarations.pdf
16		Policy Execution Endorsement	CAP-CW-G-0001	(12/19)	END	New		77.000	CAP-CW-G-0001 Policy Execution Endorsement - rev-br.pdf
17		Collector Vehicle Policy	CAP-CW-P-0001	(01/20)	PCF	New		0.000	CAP-CW-P-0001 Collector Vehicle Policy ED 01 20.pdf
18		Liability Coverage Exclusion Endorsement	CAP-CW-X-0001	(12/19)	END	New		49.400	CAP-CW-X-0001 Liab Excl.pdf
19		Driver Exclusion Endorsement	CAP-CW-X-0002	(12/19)	END	New		45.000	CAP-CW-X-0002 Driver Excl - New Business.pdf
20		Driver Exclusion Endorsement	CAP-CW-X-0003	(12/19)	END	New		45.200	CAP-CW-X-0003 Driver Excl - Renewal.pdf
21		Amendment of Policy Provisions - District of Columbia	CAP-DC-A-0001	(12/19)	END	New		64.400	CAP-DC-A-0001 Amendment of Policy Provisions.pdf
22		Uninsured/Underinsured Motorists Coverage - District Of Columbia	CAP-DC-C-0001	(12/19)	END	New		56.500	CAP-DC-C-0001 Uninsured Underinsured Motorists Coverage.pdf
23		Personal Injury Protection Coverage - District of Columbia	CAP-DC-C-0002	(12/19)	END	New		60.100	CAP-DC-C-0002 Personal Injury Protection Coverage.pdf

SERFF Tracking #:

MRTN-132182128

State Tracking #:

Company Tracking #:

AFHIC-CV-DC-F-1019

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
24		District of Columbia Employees Using Autos in Government Business	CAP-DC-C-0003	(12/19)	END	New		75.300	CAP-DC-C-0003 District of Columbia Employees Using Autos In Gov Business.pdf
25		Federal Employees Using Autos in Government Business	CAP-DC-C-0004	(12/19)	END	New		71.200	CAP-DC-C-0004 Federal Employees Using Autos In Government Business.pdf
26		Selection Of Higher Uninsured Motorists Coverage Limits/Selection Or Rejection Of Underinsured Motorists Coverage (District Of Columbia)	CAP-DC-U-0001	(12/19)	ERS	New		66.300	CAP-DC-U-0001 Selec of Higher Uninsured Motorists Cov Limits Selec or Rej of Underinsured.pdf
27		Collector Vehicle Insurance Application	CAP-CW-O-0001	(12/19)	ABE	New		56.900	CAP-CW-O-0001 Collector Auto Application.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF THE POLICY.
PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION ENDORSEMENT

Named Insured: _____

Policy Number: _____

Effective Date: _____

Vehicle: _____

This endorsement modifies the insurance provided under the above listed policy number only for the vehicle(s) listed above. Please read it carefully.

Name of Person or Organization:

PART F - GENERAL PROVISIONS

Part **A.** of **OUR RIGHT TO RECOVER PAYMENT** is replaced with the following:

- A.** If “we” make payment under this policy and the person to or for whom payment was made has a right to recover damages from another “we” shall be subrogated to that right. That person shall do:
1. Whatever is necessary to enable “us” to exercise “our” rights; and
 2. Nothing after loss to prejudice them.

However, “our” rights in this paragraph (**A.**) do not apply under **Part D - Coverage For Damage To Your Auto** against any person using **your covered auto** with a reasonable belief that person is entitled to do so. Furthermore, “our” rights in this paragraph (**A.**) do not apply to the Person or Organization listed above because of payments “we” make for loss to **your covered auto** or its equipment.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF THE POLICY.
PLEASE READ IT CAREFULLY.

APPRECIATION SECURITY ENDORSEMENT

This coverage applies when a **Collector Vehicle** is designated with Appreciation Security Coverage on the Declarations.

Appreciation Security

Item **A.1.** of **LIMIT OF LIABILITY**, under **PART D - COVERAGE FOR DAMAGE TO YOUR AUTO**, has been revised to:

A. If the Declarations indicates **your covered auto** is insured for **Agreed Value**:

- 1.** In accordance with market valuation cost index data, the **agreed value** amount of coverage provided by the policy may increase annually to reflect the changes in the appreciation of the model year of “your” **collector vehicle**. This amount is used to process “your” renewal unless “you” request a change in the amount of insurance.

If “you” believe that this adjustment has left “you” with:

- a.** Coverage in excess of the value of “your” **collector vehicle**; or
- b.** Insufficient coverage due to improvements or additions that “you” may have made in the last few years;

Then please contact “your” agent as this adjusted value may need updated.

All other terms and conditions remain unchanged.

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PLEASE READ IT CAREFULLY.

OCCASIONAL COMMUTING ENDORSEMENT

Under **DEFINITIONS, P. Occasional pleasure use,**

Item **1.a.(3)** "To or from work;" is deleted.

Item **1.a (4)** "To or from school;" is deleted

All other terms and conditions remain unchanged.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF THE POLICY.
PLEASE READ IT CAREFULLY.

PROMOTIONAL USE ENDORSEMENT

Under **DEFINITIONS, P. Occasional pleasure use**, Item 1 **.a.(5)** "For **business** or commercial use" is revised to "For **business** or commercial use. Benefits from incidental promotional use are acceptable".

All other terms and conditions remain unchanged.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF THE POLICY.
PLEASE READ IT CAREFULLY.

TRIP COVERAGE ENDORSEMENT

Trip Coverage Schedule

Covered Vehicles	Dates		Territory/Region
	From	To	
	From	To	
	From	To	
	From	To	
	From	To	
	From	To	
	From	To	
	From	To	
	From	To	

This endorsement modifies the insurance provided by the policy only for the vehicle(s), dates and Territory/Region listed in the above schedule.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO has been extended according to the revision in the **POLICY PERIOD AND TERRITORY** provision as defined below.

Under **PART F - GENERAL PROVISIONS**, the provision **POLICY PERIOD AND TERRITORY** has been revised to include the territory/region as shown in the schedule above, as part of the Trip Coverage as shown on the Declarations. Coverage for the trip will only apply between the dates as shown in the schedule above as requested by the named **insured**.

PART A - LIABILITY COVERAGE, PART B - MEDICAL PAYMENTS COVERAGE and **PART C - UNINSURED MOTORISTS COVERAGE** will not apply to the territory/region listed above.

All other terms and conditions remain unchanged.

By signing below, I am indicating my acceptance and understanding of the Trip Coverage Endorsement. I further understand that coverage is not valid until confirmation of coverage is received from the Company providing this insurance.

Policy Number: _____

Named Insured: _____ (Printed)

Named Insured: _____ (Signed)

Date: _____

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AUTOMOBILIA ENDORSEMENT

DEFINITIONS

Automobilia means:

1. Badges and pinbacks;
2. Bronzes and statues;
3. Cast iron toys;
4. Gas or oil containers and dispensers;
5. Hood ornaments;
6. Non-powered models;
7. Publications, signs, and posters;
8. Station displays;
9. Wall decorations; or
10. Any other historic or collectible item linked with motor vehicles, motorcycles, motorsports or a **Collector Vehicle**.

Automobilia does not include:

1. **Collector Vehicle(s)**;
2. Fully or partially complete vehicles; or
3. Vehicle components, spare parts or equipment, unless ownership is for memento value or artistic display rather than for practical use.

The following is added to **ADDITIONAL COVERAGES** under **PART D - COVERAGE FOR DAMAGE TO YOUR AUTO**:

Automobilia

"We" will pay up to the limit shown on the Declarations for direct and accidental loss to **Automobilia**. Loss caused by or that results from breakage is covered. "We" do not cover **Automobilia** while attached to any vehicle.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF THE POLICY.
PLEASE READ IT CAREFULLY.

TRAILER PHYSICAL DAMAGE ENDORSEMENT

In consideration of the additional premium, "we" agree with "you" that "your" Policy is amended as follows:

The following Definitions are added:

Actual cash value means the amount it would cost to repair or replace covered property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for depreciation and physical condition.

Trailer means an unpowered vehicle that is:

1. Maintained primarily for a private collection in order to transport **your covered auto** to exhibitions, club activities, car shows, **maintenance** / restoration operation, race events, parades or other functions that would be considered **occasional pleasure use**; or
2. Maintained primarily for coupling to **your covered auto** to transport equipment, spare parts, accessories, and related personal items while engaging in **occasional pleasure use** with **your covered auto**.

The Definition of **Agreed Value** is replaced by the following:

Agreed Value means the value of the **trailer** at the inception date of the Policy that "you" and "we" agree on. "You" agree that "we" may change this amount when the Policy is renewed to reflect current costs and values.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO, ADDITIONAL COVERAGES is amended by adding:

Trailer Coverage

"We" will pay for direct and accidental loss to "your" **trailer** only if the loss is covered by **Collision** or **Comprehensive** coverage and such coverage is shown as applicable on the Declarations.

No liability coverage is provided for **bodily injury** or **property damage** arising out of the ownership, **maintenance**, or use of "your" **trailer**.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO, LIMIT OF LIABILITY is replaced by the following:

The Limit of Liability for "your" **trailer** is separate from and independent of "our" Limit of Liability for damage to **your covered auto**.

A. If the Declarations indicates "your" **trailer** is insured for **actual cash value**, "our" Limit of Liability for loss will be the lesser of the:

1. **Actual cash value** of the stolen or damaged property;
2. Amount necessary to repair or replace the property with other property of like kind and quality;
or
3. Amount shown on the Declarations.

An adjustment for depreciation and physical condition will be made in determining **actual cash value** in the event of a total loss. If a repair or replacement results in better than like kind or quality, "we" will not pay for the amount of the betterment.

B. If the Declarations indicates "your" **trailer** is insured for **Agreed Value**:

1. In the event the property is stolen, totally destroyed, or deemed a **constructive total loss** "we" will pay the **agreed value** as shown on the Declarations. "We" will reduce "our" payment by any amount paid for a previous loss to that property if the damage was not repaired.
2. In the event of partial damage to the **trailer** "we" will pay the amount required to repair or replace it, whichever is less, up to the amount of coverage for each occurrence. "Our" repair or replacement will be with labor and parts of like kind and quality, without regard to betterment or depreciation.

C. "Our" payment for loss will be reduced by any applicable deductible shown on the Declarations. The deductible for **your covered auto** shown on the Declarations does not apply to damage to "your" **trailer**. A separate deductible will apply instead, as specified on the Declarations.

D. In the event that "we" pay for property that is stolen, totally destroyed, or deemed a **Constructive Total Loss**, at "our" option, the salvage becomes "our" property. "You" may, at "your" option and with "our" approval, purchase the salvage from "us" at a price "we" determine, in accordance with state regulations. "You" must advise "us" of "your" intent prior to "our" making payments under the terms of this Policy .

All other terms, conditions, exclusions and limitations of **PART D - COVERAGE FOR DAMAGE TO YOUR AUTO** apply.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF THE POLICY.
PLEASE READ IT CAREFULLY.

COLLECTOR RACE CAR ENDORSEMENT

Race Vehicles

For any **race vehicle** this Policy shall only provide coverage under **PART D - COVERAGE FOR DAMAGE TO YOUR AUTO** and, if applicable, Full Safety Glass Coverage, Spare Parts Coverage, Towing and Emergency Expense Coverage.

The following Definitions are added to **DEFINITIONS**:

Automotive Tools includes tools and portable equipment used in the **maintenance** of **your covered auto**. This also includes:

1. Portable carts or cases used to store covered **automotive tools**;
2. Accessories for covered **automotive tools** whether attached or not.

Branded Merchandise includes items featuring the name and/or logo of a **collector vehicle's** make or model. Such items may include clothing, accessories or other collectables associated with **your covered auto**.

Paddock means the area at the racing facility where racing vehicles are parked. It does not include any pit area, or the track/course or its entrance or exit lanes.

Protective Safety Gear Equipment means

1. Helmets
2. Gloves
3. Goggles
4. Footwear
5. Portable Fire Extinguishers
6. Flame-retardant racing suits
7. Roll bars
8. Safety Harnesses
9. Air Bags

Race Vehicle means **your covered auto** categorized and rated, as shown on "your" Declarations, as a **Race Vehicle**.

For any **race vehicle**, **Part D, INSURING AGREEMENT**, Item **A.2.** is replaced with:

2. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto, provided that the loss occurs while **your covered auto** is:
 - a. being transported by **trailer** from one location to another;
 - b. being loaded and unloaded from the **trailer** ;
 - c. being driven to and from the **trailer** to the **paddock** or show display area;
 - d. being driven to and from the **paddock** to the show display area;

- e. located in the race facility's **paddock** area or a specified show display area;
- f. located at the primary place of garage; or
- g. located at a facility for service related functions.

PART D, EXCLUSIONS, number **8.** is replaced with:

8. Loss to **your covered auto** while participating in, testing for, or practicing for any:

- a. Race;
- b. Speed contest;
- c. Time trial;
- d. Gymkhana;
- e. Test and Tune event;
- f. Driving exhibition;
- g. Driver's education; or
- h. **On-track event** of any kind, timed or untimed except as outlined in a. - f. below.

As used in this section, **on-track event** would include driving events held in or at facilities designed for or temporarily modified for racing, e.g. parking lots or road courses.

This Exclusion **8.** does not apply when the vehicle is:

- a. being transported in or on another vehicle or **trailer** ;
- b. in the **paddock**;
- c. being loaded and unloaded from another vehicle or **trailer** ;
- d. being driven to and from the transport vehicle or **trailer** to the **paddock** or show display area;
- e. being driven to and from the **paddock** to the show display area;
- f. located in the race facility's **paddock** area or a specified show display area; or
- g. being used for purposes of display in any pre- or post-race parade laps.

All other terms and conditions remain unchanged.

Automotive Tools Coverage

"We" will pay up to \$1,000 for direct and accidental loss or damage to **Automotive tools** for **your covered auto** subject to a deductible of \$25. This coverage does not include tools used in any **business** , or property of others in "your" care, custody, or control.

"We" will not pay for loss to **automotive tools** caused by theft unless the loss results from forcible entry and has been reported to the local police.

Protective Safety Gear Equipment Coverage

"We" will pay up to \$800 for direct and accidental loss or damage to **protective safety gear equipment** used in conjunction with **your covered auto**. "We" will not pay for loss to **protective safety gear equipment** unless the **protective safety gear equipment** is made available for inspection after a loss.

"We" will not pay for loss to helmets unless they comply with Federal Motor Vehicle Safety Standards.

"Our" limit of liability for **protective safety gear equipment** will be the lesser of:

1. The actual cash value of the **protective safety gear equipment**; or
2. The cost to repair or replace the damaged **protective safety gear equipment** with others of like kind and quality.
3. \$800

Debris Removal Coverage

"We" will pay up to \$3,000 for the cleanup and removal of **your covered auto** for losses occurring at a racing facility or roadway temporarily designated for speed, time, racing, or performance driving events. This coverage does not include damage to the racing facility or track itself, including barriers, walls or equipment, or any cost incurred for the removal, remediation or restoration of any polluted land or water.

In no event will this coverage pay for loss or damage to **your covered auto**.

Branded Merchandise Coverage

"We" will pay up to \$500 for direct and accidental loss or damage to **branded merchandise**. If the **branded merchandise** is a key fob or keychain, this coverage will not pay for the cost to duplicate lost or stolen keys, nor will it pay for the cost to re-key the vehicle locks.

"We" will not pay for loss to **branded merchandise** caused by theft unless the loss results from forcible entry into **your covered auto**.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF THE POLICY.
PLEASE READ IT CAREFULLY

JOINT OWNERSHIP COVERAGE

The provisions of the policy apply unless modified by this endorsement.

Definitions

The **Definitions** Section is amended as follows:

A. For the purpose of the coverage provided by this endorsement, “you” and “your” refer to two or more:

1. Individuals, other than spouses, residing in the same household; or
2. **Non-resident relatives;**

who jointly own a **collector vehicle**.

B. The following definition is added:

Non-resident relative means two or more persons related by blood, marriage or adoption who reside in separate household. This includes a ward or foster child.

Part A / Liability Coverage

The following exclusion is added to **Part A** unless the Declarations indicate that such exclusion does not apply:

“We” do not provide Liability Coverage for the ownership, **maintenance** or use of any vehicle, other than **your covered auto** by any:

1. **Non-resident relative;** or
2. **Family member of a non-resident relative.**

All other provisions of the policy apply.

CARE PACKAGE

This Endorsement is designed for the **insured** whose **collector vehicle** has an emergency condition and should not be construed as a repair or **maintenance** service. It enhances some coverages provided in “your” Collector Vehicle Policy and reimburses “you” for the expenses described when an emergency condition occurs to **Your Covered Auto**. Depending on the level of **CARE Package**, it also provides additional coverage specifically designed for car collectors. The maximum amount provided for these enhanced coverages will be the limits as shown below in this Endorsement.

SILVER PLAN

If Silver Plan is indicated on the Declarations, the following enhanced coverages apply and are subject to the exclusions shown below in Section IV

- I. **\$100 Emergency Towing:** “You” will be reimbursed up to a maximum of \$100 per **disablement** if **Your Covered Auto** does not start or will not operate under its own power without causing damage. “You” will need to contact the facility of “your” choice and submit a claim to “us” for reimbursement. Emergency Towing Service covers a maximum of 3 breakdowns per policy term. No further reimbursement will be provided for the remainder of the annual policy term if “you” exceed this limit.
- II. **\$50 Roadside Assistance:** “You” will be reimbursed up to a maximum of \$50 per **disablement** if **Your Covered Auto** is disabled and unable to be driven under its own power as defined below. “You” will need to contact the facility of “your” choice and submit a claim to “us” for reimbursement. Emergency Roadside Assistance covers a maximum of 3 breakdowns per policy term. No further reimbursement will be provided for the remainder of the annual policy term if “you” exceed this limit.
 - **Your Covered Auto** does not start: Minor emergency mechanical adjustments and battery boost at the point of **disablement**.
 - **Flat Tire:** Service call to repair “your” tire or install “your” inflated spare. (If “you” have no spare or if “your” spare is flat, no reimbursement is available for the cost of a replacement tire.)
 - **Stuck:** Service to extricate “your” vehicle from a ditch, snow, mud, or sand. (Cannot be used for everyday snow removal.)
 - **In need of liquids or parts:** Service to deliver an emergency supply of gas, oil or water, or other materials or parts needed to get “your” vehicle back on the road.
- III. **\$50 Emergency Lockout:** “You” will be reimbursed up to \$50 for locksmith assistance if “you” are locked out of **Your Covered Auto**, providing the following conditions apply:
 1. An itemized receipt or statement from a commercial locksmith service or other service facility, detailing the amount charged for lockout service must be included when filing an Emergency Lockout Claim.
 2. “You” must be with **Your Covered Auto** at time of lockout.
 3. Private citizen’s assistance is not reimbursable.

IV. Exclusions:

1. Accidents or **disablements** which occurs to vehicles not listed on the Declaration Page;
2. Storage of vehicles or rental of towing equipment;
3. Towing by other than a licensed service station or garage;
4. Towing or service on stolen, unlicensed, illegally parked or impounded vehicles;
5. The cost of any liquids, parts, materials or services received at a garage or service facility;
6. Service on personal use, non-collectible automobiles, mobile homes, taxicabs, tractors, trucks, boats, camping, travel or other **trailers**, motorcycles, motor scooters, public conveyance vehicles on display for sale or any other purpose vehicles used in competition or for commercial purposes.

GOLD PLAN

If Gold Plan is indicated on the Declarations, the following enhanced coverages apply and are subject to the exclusions shown below in Section X.

- I. **\$150 Emergency Towing:** "You" will be reimbursed up to a maximum of \$150 per **disablement** if **Your Covered Auto** does not start or will not operate under its own power without causing damage. "You" will need to contact the facility of "your" choice and submit a claim to "us" for reimbursement. Emergency Towing Service covers a maximum of 3 breakdowns per policy term. No further reimbursement will be provided for the remainder of the annual policy term if "you" exceed this limit.
- II. **\$100 Roadside Assistance:** "You" will be reimbursed up to a maximum of \$100 per **disablement** if **Your Covered Auto** is disabled and unable to be driven under its own power as defined below. "You" will need to contact the facility of "your" choice and submit a claim to "us" for reimbursement. Emergency Roadside Assistance covers a maximum of 3 breakdowns per term. No further reimbursement will be provided for the remainder of the term if "you" exceed this limit.
 - **Your Covered Auto** does not start: Minor emergency mechanical adjustments and battery boost at the point of **disablement**.
 - **Flat Tire:** Service call to repair "your" tire or install "your" inflated spare. (If "you" have no spare or if "your" spare is flat, no reimbursement is available for the cost of a replacement tire.)
 - **Stuck:** Service to extricate "your" vehicle from a ditch, snow, mud, or sand. (Cannot be used for everyday snow removal.)
 - **In need of liquids or parts:** Service to deliver an emergency supply of gas, oil or water, or other materials or parts needed to get "your" vehicle back on the road.
- III. **\$50 Emergency Lockout:** "You" will be reimbursed up to \$50 for locksmith assistance if "you" are locked out of **Your Covered Auto**, providing the following conditions apply;
 1. An itemized receipt or statement from a commercial locksmith service or other service facility, detailing the amount charged for lockout service must be included when filing an Emergency Lockout Claim.
 2. "You" must be with **Your Covered Auto** at time of lockout.
 3. Private citizen's assistance is not reimbursable.

IV. \$10,000 Accidental Death and Dismemberment: “We” will pay benefits as shown below which result from an accident involving **Your Covered Auto**, except **Your Covered Auto** having less than four wheels, if:

1. “You” suffer an injury;
2. A loss described in the schedule of benefits results from this injury;
3. This loss occurs within 90 days of the injury; and
4. The Policy is in effect on the date of injury.

The maximum benefit for injury or accidental loss of life will be \$10,000 per person.

Schedule of benefits: The full amount of benefit is payable for:

1. Loss of life;
2. Loss of both hands;
3. Loss of both feet;
4. Loss of one hand and one foot.

One-half of the benefit is payable for:

1. Loss of one hand;
2. Loss of one foot.

If more than one loss results from the same injury, “we” will pay only one loss. “We” will pay the loss for which the greatest amount is due. No loss sustained before such injury will be covered. Payment will be made subject to all policy provisions and conditions.

V. \$250 Emergency Travel Expense: If **Your Covered Auto** is disabled as a result of an accident or mechanical failure which occurs 50 miles or more from “your” home, “you” will be reimbursed up to \$50 per day for five days (120 hours) from the time of **disablement** while **Your Covered Auto** is being repaired, for a maximum of \$250 for any combination of expenses for meals, **lodging**, car rental or carrier transportation. If the **disablement** is due to an accident, the accident must be reported to state or local police, and a copy of the report must be submitted with “your” request for reimbursement. Emergency Travel Expense covers a maximum of 2 breakdowns per policy term. No further reimbursement will be provided for the remainder of the annual policy term if “you” exceed this limit.

- **Car Rental:** refers to automobiles obtained from a bona fide car rental agency for use while “your” vehicle is being repaired.
- **Local Meals and Lodging:** must be purchased in the vicinity of station, garage or body shop where “your” vehicle is being repaired.
- **Carrier Transportation:** refers to a common carrier licensed to carry passengers for hire, used for transportation to “your” destination or home.
- **Accident:** refers to the actual colliding of **Your Covered Auto** driven by “you” with another vehicle or object.

VI. \$2,500 Theft Reward: If **Your Covered Auto** is stolen, “we” will assist in its recovery by paying a \$2,500 reward for information leading to the arrest and conviction of the person who stole “your” car. (This reward is not payable to “you” or “your” immediate family or law officers.)

VII. \$250 Personal Effects: If **Your Covered Auto** is stolen or vandalized, “we” will reimburse “you” up to \$250 for any **personal effects** (does not include automobile parts) stolen or damaged. There must be an incident report made to the state or local police.

VIII. \$100 Ambulance Assistance: Should “you” require the need of an ambulance as a result of an accident in **Your Covered Auto**, “you” will be reimbursed up to \$100 to offset the cost. This coverage is not restricted to **Your Covered Auto**. “You” will be reimbursed for ambulance assistance if the accident occurs while:

1. “You” are in **Your Covered Auto**;
2. “You” are riding in a common carrier such as a bus, train or taxi; or
3. “You” are hit by another vehicle.

IX. \$100 Car Show Expenses: If **Your Covered Auto** is disabled due to an accident or mechanical breakdown and as a result “you” are unable to attend a Car Show, “we” will reimburse “you” up to a maximum of \$100 for each occurrence for non-refundable:

1. Car show registration fee; and
2. Hotel expenses.

In order to be reimbursed, “you” must submit receipts containing the name, address and telephone number of the company charging the expenses. Car Show Expense covers a maximum of 2 events per policy term. No further reimbursement will be provided for the remainder of the annual policy term if “you” exceed this limit.

X. Exclusions:

1. Accidents and **disablements** which occurs to vehicles not listed on the Declaration Page;
2. Storage of vehicles or rental of towing equipment;
3. Towing by other than a licensed service station or garage;
4. Towing or service on stolen, unlicensed, illegally parked or impounded vehicles;
5. The cost of any liquids, parts, materials or services received at a garage or service facility;
6. Service on personal use, non-collectible automobiles, mobile homes, taxicabs, tractors, trucks, boats, camping, travel or other **trailers**, motorcycles, motor scooters, public conveyance vehicles on display for sale or any other purpose vehicles used in competition or for commercial purposes.
7. Accidental Death and Dismemberment resulting from **Your Covered Auto** having less than four wheels.

PLATINUM PLAN

If Platinum Plan is indicated on the Declarations, the following enhanced coverages apply and are subject to the exclusions shown below in Section XIV.

- I. \$250 Emergency Towing:** “You” will be reimbursed up to a maximum of \$250 per **disablement** if **Your Covered Auto** does not start or will not operate under its own power without causing damage. “You” will need to contact the facility of “your” choice and submit a claim to “us” for reimbursement. Emergency Towing Service covers a maximum of 3 breakdowns per policy term. No further reimbursement will be provided for the remainder of the annual policy term if “you” exceed this limit.
- II. \$150 Roadside Assistance:** “You” will be reimbursed up to a maximum of \$150 per **disablement** if **Your Covered Auto** is disabled and unable to be driven under its own power as defined below. “You” will need to contact the facility of “your” choice and submit a claim to “us” for reimbursement. Emergency Roadside Assistance covers a maximum of 3

breakdowns per term. No further reimbursement will be provided for the remainder of the annual policy term if “you” exceed this limit.

- **Your Covered Auto** does not start: Minor emergency mechanical adjustments and battery boost at the point of **disablement**.
- **Flat Tire:** Service call to repair “your” tire or install “your” inflated spare. (If “you” have no spare or if “your” spare is flat, no reimbursement is available for the cost of a replacement tire.)
- **Stuck:** Service to extricate “your” vehicle from a ditch, snow, mud or sand. (Cannot be used for everyday snow removal.)
- **In need of liquids or parts:** Service to deliver an emergency supply of gas, oil or water, or other materials or parts needed to get “your” vehicle back on the road.

III. \$50 Emergency Lockout: “You” will be reimbursed up to \$50 for locksmith assistance if “you” are locked out of **Your Covered Auto**, providing the following conditions apply:

1. An itemized receipt or statement from a commercial locksmith service or other service facility, detailing the amount charged for lockout service must be included when filing an Emergency Lockout Claim.
2. “You” must be with **Your Covered Auto** at time of lockout.
3. Private citizen’s assistance is not reimbursable.

IV. \$20,000 Accidental Death and Dismemberment: “We” will pay benefits as shown below which result from an accident involving **Your Covered Auto**, except a covered vehicle having less than four wheels, if:

1. “You” suffer an injury;
2. A loss described in the schedule of benefits results from this injury;
3. This loss occurs within 90 days of the injury; and
4. The Policy is in effect on the date of injury.

The maximum benefit for injury or accidental loss of life will be \$20,000 per person.

Schedule of benefits: The full amount of benefit is payable for:

1. Loss of life;
2. Loss of both hands;
3. Loss of both feet;
4. Loss of one hand and one foot.

One-half of the benefit is payable for:

1. Loss of one hand;
2. Loss of one foot.

If more than one loss results from the same injury, “we” will pay only one loss. “We” will pay the loss for which the greatest amount is due. No loss sustained before such injury will be covered. Payment will be made subject to all policy provisions and conditions.

V. \$500 Emergency Travel Expense: If **Your Covered Auto** is disabled as a result of an accident or mechanical failure which occurs 50 miles or more from “your” home, “you” will be reimbursed up to \$100 per day for five days (120 hours) from the time of **disablement** while “your” vehicle is being repaired, for a maximum of \$500 for any combination of expenses for meals, **lodging**, car rental or carrier transportation. If the **disablement** is due

to an accident, the accident must be reported to state or local police, and a copy of the report must be submitted with “your” request for reimbursement. Emergency Travel Expense covers a maximum of 2 breakdowns per policy term. No further reimbursement will be provided for the remainder of the annual policy term if “you” exceed this limit.

- **Car Rental:** refers to automobiles obtained from a bona fide car rental agency for use while “your” vehicle is being repaired.
- **Local Meals and Lodging:** must be purchased in the vicinity of a station, garage, or body shop where “your” vehicle is being repaired.
- **Carrier Transportation:** refers to a common carrier licensed to carry passengers for hire, used for transportation to “your” destination or home.
- **Accident:** refers to the actual colliding of **Your Covered Auto** driven by “you” with another vehicle or object.

VI. \$5,000 Theft Reward: If **Your Covered Auto** is stolen, “we” will assist in its recovery by paying a \$5,000 reward for information leading to the arrest and conviction of the person who stole “your” car. (This reward is not payable to “you” or “your” immediate family or law officers.)

VII. \$500 Personal Effects: If **Your Covered Auto** is stolen or vandalized, “we” will reimburse “you” up to \$500 for any **personal effects** (does not include automobile parts) stolen or damaged. There must be an incident report made to the state or local police.

VIII. \$250 Ambulance Assistance: Should “you” require the need of an ambulance as a result of an accident in **Your Covered Auto**, “you” will be reimbursed up to \$250 to offset the cost. This coverage is not restricted to “your” own car. “You” will be reimbursed for ambulance assistance if the accident occurs while:

1. “You” are in **Your Covered Auto**;
2. “You” are riding in a common carrier such as a bus, train or taxi; or
3. “You” are hit by another vehicle.

IX. \$150 Car Show Expenses: If **Your Covered Auto** is disabled due to an accident or mechanical breakdown and “you” are unable to attend a Car Show, “we” will reimburse “you” up to a maximum of \$150 for non-refundable:

1. Car show registration fee, and
2. Hotel expenses.

In order to be reimbursed, “you” must submit receipts containing the name, address and telephone number of the company charging the expenses. Car Show Expense covers a maximum of 2 events per policy term. No further reimbursement will be provided for the remainder of the annual policy term if “you” exceed this limit.

X. \$5,000 Bail Bond: If “you” are arrested for a traffic violation in **Your Covered Auto** and must post bail to stay out of jail or ensure “your” appearance in court, “you” will be reimbursed for the bail bond premium for a required bond up to \$5,000. Commission of a felony, driving without a valid operator’s permit or under the influence of alcohol, drugs or narcotics are excluded.

XI. \$1,000 Legal Defense Benefit: If “you” must appear in court as a result of a traffic violation, in **Your Covered Auto** “you” will be reimbursed up to a maximum of \$1,000 per

occurrence for the fee charged by an attorney of “your” choice to defend “you” according to the following schedule:

Reckless Driving: Trial - \$100, Appeal - \$100
Manslaughter: Trial - \$400, Appeal - \$200
Other Traffic Violations: Trial - \$50, Appeal - \$50

Exclusions:

1. Fines and forfeitures;
2. Commission of a felony;
3. Driving without a valid operator’s permit; or
4. Driving under the influence of alcohol, drugs or narcotics.

XII. \$1,000 Hit and Run Reward: “We” will pay for information leading to the arrest and conviction of a hit-and-run driver who damages **Your Covered Auto** or injures “you” while in **Your Covered Auto** - up to \$1,000. (This reward is not payable to “you” or “your” immediate family or law officers.)

XIII. TrailerGuard: If **Your Covered Auto** is being moved by a **trailer** or the **trailer** is being hauled by **Your Covered Auto** and the **trailer** is disabled, “you” are entitled to a maximum benefit of \$150 per **disablement** as defined below. You” will need to contact the facility of “your” choice and submit a claim to “us” for reimbursement. TrailerGuard coverage covers a maximum of 2 **disablements** per policy term. No further reimbursement will be provided for the remainder of the annual policy term if “you” exceed this limit.

- **Towing:** If the **trailer** cannot be used without causing damage, including **disablement** as a result of an accident.
- **Flat Tire:** Service call to install “your” inflated spare.
- **Stuck:** Service to extricate the **trailer** from a ditch, snow, mud or sand. (Cannot be used for everyday snow removal.)
- **In need of liquids or parts:** Service to deliver an emergency supply of gas, oil or water, or other materials or parts needed to get the **trailer** back on the road.
- **Lockout Service:** If “your” keys are lost or “you” are locked out of the **trailer**, “we” will reimburse “you” for locksmith assistance.

XIV. Exclusions

1. Accidents or **disablements** which occurs to vehicles not listed on the Declaration Page;
2. Storage of vehicles or rental of towing equipment;
3. Towing by other than a licensed service station or garage;
4. Towing or service on stolen, unlicensed, illegally parked or impounded vehicles;
5. The cost of any liquids, parts, materials or services received at a garage or service facility;
6. Service on personal use, non-collectible automobiles, mobile homes, taxicabs, tractors, trucks, boats, camping, travel or other **trailers**, motorcycles, motor scooters, public conveyance vehicles on display for sale or any other purpose vehicles used in competition or for commercial purposes.
7. Accidental Death and Dismemberment resulting from **Your Covered Auto** having less than four wheels.

TITANIUM PLAN

If Titanium Plan is indicated on the Declarations, the following enhanced coverages apply and are subject to the exclusions shown below in Section XVIII.

- I. **\$350 Emergency Towing:** "You" will be reimbursed up to a maximum of \$350 per **disablement** if **Your Covered Auto** does not start or will not operate under its own power without causing damage. "You" will need to contact the facility of "your" choice and submit a claim to "us" for reimbursement. Emergency Towing Service covers a maximum of 3 breakdowns per policy term. No further reimbursement will be provided for the remainder of the annual policy term if "you" exceed this limit.

- II. **\$200 Roadside Assistance:** "You" will be reimbursed up to a maximum of \$200 per **disablement** if **Your Covered Auto** is disabled and unable to be driven under its own power as defined below. "You" will need to contact the facility of "your" choice and submit a claim to "us" for reimbursement. Emergency Roadside Assistance covers a maximum of 3 breakdowns per term. No further reimbursement will be provided for the remainder of the annual policy term if "you" exceed this limit.
 - **Your Covered Auto** does not start: Minor emergency mechanical adjustments and battery boost at the point of **disablement**.
 - **Flat Tire:** Service call to repair "your" tire or install "your" inflated spare. (If "you" have no spare or if "your" spare is flat, no reimbursement is available for the cost of a replacement tire.)
 - **Stuck:** Service to extricate "your" vehicle from a ditch, snow, mud or sand. (Cannot be used for everyday snow removal.)
 - **In need of liquids or parts:** Service to deliver an emergency supply of gas, oil or water, or other materials or parts needed to get "your" vehicle back on the road.

- III. **\$100 Emergency Lockout:** "You" will be reimbursed up to \$100 for locksmith assistance if "you" are locked out of **Your Covered Auto**, providing the following conditions apply:
 1. An itemized receipt or statement from a commercial locksmith service or other service facility, detailing the amount charged for lockout service must be included when filing an Emergency Lockout Claim.
 2. "You" must be with "your" vehicle at time of lockout.
 3. Private citizen's assistance is not reimbursable.

- IV. **\$25,000 Accidental Death and Dismemberment:** "We" will pay benefits as shown below which result from an accident involving **Your Covered Auto**, except **Your Covered Auto** having less than four wheels, if:
 1. "You" suffer an injury;
 2. A loss described in the schedule of benefits results from this injury;
 3. This loss occurs within 90 days of the injury; and
 4. The Policy is in effect on the date of injury.

The maximum benefit for injury or accidental loss of life will be \$25,000 per person.

Schedule of benefits: The full amount of benefit is payable for:

1. Loss of life;
2. Loss of both hands;
3. Loss of both feet;

4. Loss of one hand and one foot.

One-half of the benefit is payable for:

1. Loss of one hand;
2. Loss of one foot.

If more than one loss results from the same injury, "we" will pay only one loss. "We" will pay the loss for which the greatest amount is due. No loss sustained before such injury will be covered. Payment will be made subject to all policy provisions and conditions.

- V. **\$750 Emergency Travel Expense:** If **Your Covered Auto** is disabled as a result of an accident or mechanical failure which occurs 50 miles or more from "your" home, "you" will be reimbursed up to \$150 per day for five days (120 hours) from the time of **disablement** while "your" vehicle is being repaired, for a maximum of \$750 for any combination of expenses for meals, **lodging**, car rental or carrier transportation. If the **disablement** is due to an accident, the accident must be reported to state or local police, and a copy of the report must be submitted with "your" request for reimbursement. Emergency Travel Expense covers a maximum of 2 breakdowns per policy term. No further reimbursement will be provided for the remainder of the annual policy term if "you" exceed this limit.

- **Car Rental:** refers to automobiles obtained from a bona fide car rental agency for use while "your" vehicle is being repaired.
- **Local Meals and Lodging:** must be purchased in the vicinity of station, garage, or body shop where "your" vehicle is being repaired.
- **Carrier Transportation:** refers to a common carrier licensed to carry passengers for hire, used for transportation to "your" destination or home.
- **Accident:** refers to the actual colliding of **Your Covered Auto** driven by "you" with another vehicle or object.

- VI. **\$5,000 Theft Reward:** If **Your Covered Auto** is stolen, "we" will assist in its recovery by paying a \$5,000 reward for information leading to the arrest and conviction of the person who stole "your" car. (This reward is not payable to "you" or "your" immediate family or law officers.)

- VII. **\$1,000 Personal Effects:** If **Your Covered Auto** is stolen or vandalized, "we" will reimburse "you" up to \$1,000 for any **personal effects** (does not include automobile parts) stolen or damaged. There must be an incident report made to the state or local police.

- VIII. **\$350 Ambulance Assistance:** Should "you" require the need of an ambulance as a result of an accident in **Your Covered Auto**, "you" will be reimbursed up to \$350 to offset the cost. This coverage is not restricted to **Your Covered Auto**. "You" will be reimbursed for ambulance assistance if the accident occurs while:

1. "You" are in **Your Covered Auto**;
2. "You" are riding in a common carrier such as a bus, train or taxi; or
3. "You" are hit by another vehicle.

- IX. **\$200 Car Show Expenses:** If **Your Covered Auto** is disabled due to an accident or mechanical breakdown and "you" are unable to attend a Car Show, "we" will reimburse "you" up to a maximum of \$200 for non-refundable:

1. Car show registration fee; and
2. Hotel expenses.

In order to be reimbursed, "you" must submit receipts containing the name, address and telephone number of the company charging the expenses. Car Show Expense covers a maximum of 2 events per policy term. No further reimbursement will be provided for the remainder of the annual policy term if "you" exceed this limit.

X. \$6,000 Bail Bond: If "you" are arrested for a traffic violation in **Your Covered Auto** and must post bail to stay out of jail or ensure "your" appearance in court, "you" will be reimbursed for the bail bond premium for a required bond up to \$6,000. Commission of a felony, driving without a valid operator's permit or under the influence of alcohol, drugs or narcotics are excluded.

XI. \$1,500 Legal Defense Benefit: If "you" must appear in court as a result of a traffic violation in **Your Covered Auto**, "you" will be reimbursed up to a maximum of \$1,500 per occurrence for the fee charged by an attorney of "your" choice to defend "you" according to the following schedule:

Reckless Driving: Trial - \$200, Appeal - \$200

Manslaughter: Trial - \$500, Appeal - \$300

Other Traffic Violations: Trial - \$200, Appeal - \$100

Exclusions:

1. Fines and forfeitures;
2. Commission of a felony;
3. Driving without a valid operator's permit; or
4. Driving under the influence of alcohol, drugs or narcotics.

XII. \$1,500 Hit and Run Reward: "We" will pay for information leading to the arrest and conviction of a hit-and-run driver who damages **Your Covered Auto** or injures "you" while in **Your Covered Auto** - up to \$1,500. (This reward is not payable to "you" or "your" immediate family or law officers.)

XIII. TrailerGuard: If **Your Covered Auto** is being moved by a **trailer** or the **trailer** is being hauled by **Your Covered Auto** and the **trailer** is disabled "you" are entitled to a maximum benefit of \$200 per **disablement** as defined below. "You" will need to contact the facility of "your" choice and submit a claim to "us" for reimbursement. TrailerGuard coverage covers a maximum of 2 **disablements** per policy term. No further reimbursement will be provided for the remainder of the annual policy term if "you" exceed this limit.

- **Towing:** If the **trailer** cannot be used without causing damage, including **disablement** as a result of an accident.
- **Flat Tire:** Service call to install "your" inflated spare.
- **Stuck:** Service to extricate the **trailer** from a ditch, snow, mud or sand. (Cannot be used for everyday snow removal.)
- **In need of liquids or parts:** Service to deliver an emergency supply of gas, oil or water, or other materials or parts needed to get the **trailer** back on the road.
- **Lockout Service:** If "your" keys are lost or "you" are locked out of the **trailer**, "we" will reimburse "you" for locksmith assistance.

XIV. \$1,000 Pet Coverage: For "your" pet that suffers injury or death as a direct result of a Comprehensive or Collision loss involving **Your Covered Auto**, "we" will pay up to the limit shown on the Declarations for:

1. Reasonable and customary costs incurred by “you” or a **family member** for veterinary fees, including medications and procedures prescribed by “your” pet’s veterinarian, arising from the loss; or
2. “Your” pet’s replacement cost if “your” pet dies as a result of the loss.

Pet Coverage applies only if:

1. “Your” pet is **occupying Your Covered Auto** at the time of the loss; and
2. The loss to **Your Covered Auto** is covered under PART D - COVERAGE FOR DAMAGE TO YOUR AUTO.

With respect to any one loss, the most “we” will pay for all damages under Pet Coverage is a total of the limit shown on the Declarations regardless of the number of dogs or cats that are injured or die in that loss.

As used in this part, “your” pet means any dog or cat owned by “you” or a **family member**. “Your” pet’s replacement cost means the cost to replace the deceased dog or cat with another dog or cat up to the extent of the limit of coverage. It does not include any amounts for veterinary bills, training, or any other amounts other than the cost to replace the pet.

XV. \$1,000 Valuable Papers: “We” will pay up to \$1,000 for direct and accidental loss of damage to vehicle valuable papers and records while in **Your Covered Auto**. This coverage includes the cost to research lost information on valuable papers and records for which duplicates do not exist. However, “we” will not pay for loss to valuable papers and records caused by theft unless the loss results from forcible entry into **Your Covered Auto**. All losses caused by theft must have visible marks of forcible entry. For purposes of this coverage, **Your Covered Auto’s** valuable papers and records includes but is not limited to printed or written materials such as an owner’s manual, service manuals, or sales literature.

XVI. Zero Deductible for a Total Loss and Per Occurrence Deductible.
PART D - COVERAGE FOR DAMAGE TO YOUR AUTO - INSURING AGREEMENT, item A is deleted and replaced with the following:

A. “We” will pay for sudden, direct and accidental loss to **Your Covered Auto** or any **trailer**, including their equipment, minus any applicable deductible shown in the Declarations. If **Your Covered Auto** or **trailer** is deemed a **constructive total loss**, the deductible shown in the Declarations Page will not apply. If loss to more than one **Your Covered Autos** or **trailers** results from the same **Collision** or **Comprehensive** Occurrence, only the highest applicable deductible will apply for the entire loss. “We” will pay for loss to **Your Covered Auto** caused by:

1. **Comprehensive** only if the Declarations indicate that **Comprehensive** Coverage is provided for that auto.
2. **Collision** only if the Declarations indicate that **Collision** Coverage is provided for that auto.

XVII. Treasured Title On claims in which **Your Covered Auto** is declared a **Constructive Total Loss**, “you” have the option to purchase the title of the salvaged vehicle and retain the vehicle. The purchase price for the salvaged vehicle will be 50% of the salvage value estimate that is determined by the company.

XVIII. Exclusions:

1. Accidents and **disablements** which occurs to vehicles not listed on the Declaration Page;
2. Storage of vehicles or rental of towing equipment;
3. Towing by other than a licensed service station or garage;
4. Towing or service on stolen, unlicensed, illegally parked or impounded vehicles;
5. The cost of any liquids, parts, materials or services received at a garage or service facility;
6. Service on personal use, non-collectible automobiles, mobile homes, taxicabs, tractors, trucks, boats, camping, travel or other **trailers**, motorcycles, motor scooters, public conveyance vehicles on display for sale or any other purpose vehicles used in competition or for commercial purposes.
7. Accidental Death and Dismemberment resulting from **Your Covered Auto** having less than four wheels.
8. Any replacement parts or keys.
9. Fluids, lubricants or fuel in excess of the amount required to get the disabled vehicle back on the road.
10. Installation of any products or materials not related to the **disablement**.
11. Towing from a service station, garage, repair, or restoration shop.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLLECTOR VEHICLE MOTORCYCLE ENDORSEMENT

For **your covered auto(s)** classified as a motorcycle the following is applicable:

DEFINITIONS

The Definition **Occupying** is replaced with:

Occupying means:

1. In;
2. Upon;
3. Getting in, on, out or off; or
4. Loading or unloading.

The following Definitions are added:

Passenger means any person other than “you” or a **family member** who is **occupying**, but not the operator of, **your covered auto** that is a motorcycle.

Safety apparel means motorcycle clothing, helmets and goggles, specifically designed and marketed to minimize injury resulting from motorcycle accidents.

PART A - LIABILITY COVERAGE

The following Exclusions are added to item **A.** under **EXCLUSIONS**:

10. For **bodily injury** to a **passenger** resulting from his or her own actions or neglect.
11. For **bodily injury** or **property damage** due to noise or vibration from **your covered auto**.
12. For punitive or exemplary damages.

The following is added to **LIMIT OF LIABILITY**, Part **A**:

The limit of liability shown in the Declarations for Liability Bodily Injury coverage will apply for any **passenger occupying your covered auto** that is a motorcycle.

When “we” pay for **bodily injury** to a **passenger** the following terms apply:

1. For Split Limits Liability:
 - a. The limit for Liability BI - Each Person shown on the Declarations is the most “we” will pay for **bodily injury** to any one **passenger** in one accident, including damages sustained by anyone else as a result of that **bodily injury**.
 - b. The limit for Liability BI – Each Accident shown on the Declarations is the most “we” will pay for all **bodily injury** to all **passengers**, combined in one accident.
2. For Combined Single Limits Liability:
 - a. The limit for Liability BI shown on the Declarations is the maximum Limit of Liability for all damages resulting from that accident.

The amounts paid for **bodily injury** to **passengers** are not in addition to “our” Limit of Liability for **bodily injury** shown on the Declarations, and do not increase “our” Limit of Liability for **bodily injury** .

This is the most “we” will pay regardless of the number of:

1. **Insureds** ;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

PART B – MEDICAL PAYMENTS COVERAGE

Exclusion 1. is removed in its entirety.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

The following provision is added to the **ADDITIONAL COVERAGES**:

- G.** We will pay for sudden, direct, and accidental damage to **safety apparel** that occurs as a result of a covered **collision** loss involving **your covered auto** that is a motorcycle, provided that;
1. The damage to the **safety apparel** occurred as a direct result of the accident; and
 2. The **safety apparel** was worn by “you” or “your” **passenger** at the time of the accident.

This coverage does not apply:

1. To **safety apparel** not owned by “you” or a relative.
2. Unless “you” make the damaged **safety apparel** available to “us” for inspection at “our” request.
3. To a helmet not specifically designed for motorcycle use.
4. To any helmet that does not comply with Federal Motor Vehicle Safety Standards.

Our Limit of Liability for loss to **safety apparel** shall not exceed the lesser of the:

1. Amount necessary to repair or replace the **safety apparel** with others of like kind and quality;
2. **Actual Cash Value** of the **safety apparel** ; or
3. The limit for **safety apparel** shown on the declarations or \$2,000, whichever is greater.

However, the most “we” will pay for loss to a covered helmet is \$500, not to exceed \$1,000 for any one covered loss.

All other terms and conditions remain unchanged.

Policy Number: _____

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF THE POLICY.
PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - LESSOR

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below:

Endorsement Effective Date: _____

SCHEDULE
Additional Insured (Lessor):
<u>Information required to complete this Schedule, if not shown above, will be shown on the Declarations.</u>

Any physical damage coverages afforded by this Policy for **your leased auto** also apply to the lessor named in this endorsement as an additional insured. This insurance is subject to the following additional provisions:

Your leased auto means:

1. An auto shown on the Declarations or in this endorsement which "you" lease for a continuous period of at least six months under a written agreement which requires "you" to provide primary insurance for the lessor, and
2. Any substitute or replacement auto furnished by the lessor named in this endorsement.

If "we" terminate this Policy, notice will also be mailed to the lessor.

The lessor is not responsible for payment of premiums.

The designation of the lessor as an additional insured shall not operate to increase "our" limits of liability.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF THE POLICY.
PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

Loss or damage under this Policy shall be paid, as interest may appear, to "you" and the loss payee shown on the Declarations.

This insurance with respect to the interest of the loss payee, shall not become invalid because of "your" fraudulent acts or omissions unless the loss results from "your" conversion, secretion or embezzlement of **your covered auto**. However, "we" reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. "We" will give the same advance notice of cancellation to the loss payee as "we" give to the named **insured** shown on the Declarations.

When "we" pay the loss payee "we" shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF THE POLICY.
PLEASE READ IT CAREFULLY.

ELECTRONIC EQUIPMENT NOT PERMANENTLY INSTALLED ENDORSEMENT

The policy is amended as follows:

Part D- COVERAGE FOR DAMAGE TO YOUR AUTO

Exclusion **(4.)** is deleted.

Electronic Equipment Not Permanently Installed Coverage is provided up to the limit listed on the Declarations.

All other terms and conditions remain unchanged.

POLICY DECLARATIONS

AMERICAN FAMILY HOME INSURANCE COMPANY

Collector Vehicle

Premium Summary

Vehicle #:

Policy Coverages

Additional Costs

Total Policy Premium

Policy Summary

Policy Number:

Policy Period:

to 12:01 A.M. Standard Time

Named Insured(s):

Policy Discounts

Driver Discounts

The following discounts apply to one or more drivers on this policy.

Contracted Agency:

Your Agent:

Vehicle Discounts

The following discounts apply to one or more vehicles on this policy.

Additional Named Insureds and Designees

Name:

Address: .

Relationship to Primary Named Insured:

Description of Interest:

Drivers

Listed Drivers:

Accident / Violations:

Date:

Excluded Drivers:

Policy Coverages

Coverage

Limit / Description

Premium

Important Information

Total Policy Level Coverages Premium

Vehicle #:

Value:

Vehicle ID Number:

Storage:

Mileage Plan: Usage:

Modified:

Storage Address:

Registration Address:

Additional Interests:

Description of Interest:

Name:

Address:

Collector Vehicle Policy Declaration

AMERICAN FAMILY HOME INSURANCE COMPANY

Policy Period:

Policy Number:

Policy Type: Collector Vehicle

Coverage Detail

Coverage

Limit / Description

Premium

Important Information

Total Premium

Your Policy Documents

Your policy consists of this Policy Declaration and the documents in the following list. Please keep these together.

Policy Level Forms (Forms that apply to all Vehicles)

Forms that apply to vehicle #:

**PLEASE REVIEW THE INFORMATION CONTAINED IN THIS POLICY.
IF ANY INFORMATION IS INCORRECT, PLEASE CONTACT:**

Report a Claim: 1-800-543-2644

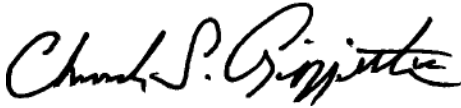
American Family Home Insurance Group

Main Administrative Office:
7000 Midland Blvd.
Amelia, OH 45102-2607

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMERICAN FAMILY HOME INSURANCE COMPANY
POLICY EXECUTION ENDORSEMENT

The Company has caused this Policy to be signed by the President and Secretary. It is countersigned on the Declarations Page by "our" authorized representative(s) if required.



Secretary



President

American Family Home Insurance Company

COLLECTOR VEHICLE POLICY

American Family Home Insurance Company

Amelia, Ohio

MAIN ADMINISTRATIVE OFFICE:
7000 MIDLAND BLVD.
AMELIA, OH 45102-2607

American Family Home Insurance Company

A Stock Insurance Company

Amelia, Ohio

PLEASE READ YOUR POLICY CAREFULLY

For service, information or questions concerning this Policy, contact your agent or our Home Office.
Our phone number is 1-800-543-2644.

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AGREEMENT

In return for payment of the premium and subject to all the terms of this Policy, we agree with you as follows:

DEFINITIONS

A. Throughout this Policy, "you" and "your" refer to:

1. The "named insured" shown on the Declarations; and
2. The spouse if a resident of the same household and if shown on the Declarations as an operator.

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this Policy, the spouse will be considered "you" and "your" under this Policy but only until the earlier of:

- a. The end of 90 days following the spouse's change of residency;
- b. The effective date of another policy listing the spouse as a named insured; or
- c. The end of the policy period.

B. "We", "us" and "our" refer to the company providing this insurance.

C. For purposes of this Policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least six months.

Other words and phrases are defined. They are bolded when used.

D. Agreed value means the value of the vehicle at the inception date of the policy that you and we agree on. You agree that we may change this amount when the policy is renewed to reflect current costs and values.

E. Bodily injury means bodily harm, sickness or disease, including death that results.

F. Business includes trade, profession or occupation.

G. A Collector vehicle is a vehicle of one of the following types:

1. **Collector Vehicle** means a motor vehicle not less than 25 years old that is:

- a. an antique motor vehicle which:
 - (1) has not been altered from original factory specifications; or

- (2) has been restored with updated vehicle components (e.g. suspension, brakes, motor, etc.) to achieve modern reliability, drivability or safety standards while still maintaining the classic styling and appearance of the vehicle model.

b. a classic or unique vehicle which:

- (1) is a motor vehicle that has not been altered from original factory specifications; or
- (2) is of unique or rare design and limited production that is an object of curiosity.

Newer vehicles may be considered if less than 25 years old and meet the conditions in (1) and (2) above.

c. a street rod which is a motor vehicle manufactured prior to 1949 whose body, chassis, engine, suspension, or interior has been altered from original factory specifications.

d. a replica which is a commercially assembled reproduction of any motor vehicle.

e. a **kit car** which is a motor vehicle consisting of separately manufactured components that are assembled by the purchaser.

f. vintage farm equipment which:

- (1) is any type of equipment (tractors, combines, cultivators, rollers, tillers, etc.) designed for farm use; and
- (2) must be held as a collector's item and used for hobby related purposes and not used in the business of farming.

Newer equipment may be considered if less than 25 years old and meet the conditions in (1) and (2) above.

g. vintage military equipment which:

- (1) is any motor vehicle (tanks, half-tracks, full-tracks, amphibious type vehicles, etc.) designed for off-road combat or warfare use; and
- (2) must be held as a collector's item and used for hobby related purposes.

Newer equipment may be considered if less than 25 years old and meets the conditions in (1) and (2) above.

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- h. a motorcycle which:
 - (1) is any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, and
 - (2) has not been altered from original factory specifications.

Newer motorcycles may be considered if less than 25 years old and meets the conditions in (1) and (2) above and is of unique or rare design and limited production such that it is an object of curiosity.

- i. **Trailer** means:
 - (1) a vehicle designed to be pulled by an automobile shown in the Declarations; or
 - (2) a vehicle designed to transport the covered collector vehicle; or
 - (3) a farm wagon or farm implement is a **trailer** when used with a collector vehicle listed in the Declarations.

Trailer does not include recreational **trailers** such as campers, sleepers or pop-up tent **trailers** designed for sleeping, residential or office use.

2. Modified Vehicle means:

- j. a customized/modified vehicle which is a motor vehicle manufactured after 1948 that has been altered from original factory specifications.
- k. a motorcycle which:
 - (1) is any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground.
 - (2) has been altered from original factory specifications.
- l. **Trailer** means:
 - (1) a vehicle designed to be pulled by an automobile shown in the Declarations; or
 - (2) a vehicle designed to transport the covered modified vehicle, or
 - (3) a farm wagon or farm implement is a **trailer** when used with a modified vehicle listed in the Declarations.

Trailer does not include recreational **trailers** such as campers, sleepers or pop-up tent

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trailers designed for sleeping, residential or office use.

- 3. Special Interest Vehicle** means a motor vehicle typically manufactured within the past 14 years and because of its specific make, model year of manufacture, and exceptional physical condition, is considered to be increasing in value rather than depreciating in value.

The Special Interest Vehicle:

- m. is maintained primarily for use in exhibitions, parades, other functions of public interest or for a private collection; and
- n. is used only infrequently for other purposes.

For purposes of this definition, a **special interest vehicle** shall include all high performance or kit cars meeting the criteria set forth herein.

- H. Crime and Criminal** mean any act that, under the law of the state, is a felony, provided there is a conviction for the act.
- I. Constructive total loss** means the company has deemed that it is either physically impossible or economically unreasonable to repair the damaged vehicle for less than the **Agreed Value** limit of **your covered auto** as a result of the extent of damage from a loss.
- J. Diminution in value** means the actual or perceived loss in market or resale value which results from a direct and accidental loss.
- K. Disablement** means a covered vehicle that cannot move due to a covered emergency.
- L. Family member** means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.
- M. Lodging** means a temporary sleeping accommodation away from any and all **residence premises** of the Named Insured(s).
- N. Maintenance** means any preservation activity to **your covered auto** that ensures the vehicle retains its collectability.
- O. Newly acquired auto** means any **collector vehicle** you become the owner of during the policy period for which no other insurance policy provides coverage, and that is used solely for **occasional pleasure use**.

Coverage for a **newly acquired auto** is provided as described below. If you ask us to insure a **newly acquired auto** after a specified time period described below has elapsed, any coverage we provide for a

newly acquired auto will begin at the time you request the coverage.

- 1) For any coverage provided in this Policy other than **PART D - COVERAGE FOR DAMAGE TO YOUR AUTO**, a **newly acquired auto** will have the broadest coverage we now provide for any similarly classified **collector vehicle** shown on the Declarations. However, for this coverage to apply you must ask us to insure it within 30 days after you become the owner.
- 2) Collision Coverage for a **newly acquired auto** begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within 30 days after you become the owner. If a loss occurs before you asked us to insure the **newly acquired auto**, a Collision deductible of \$500 will apply, and the limit of liability shall not exceed the lesser of:
 - a. the purchase price;
 - b. the broadest limit for Part D- Coverage For Damage To Your Auto shown on the Declarations for a similarly classified **Collector Vehicle**; or
 - c. \$100,000.
- 3) Comprehensive Coverage for a **newly acquired auto** begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within 30 days after you become the owner. If a loss occurs before you asked us to insure the **newly acquired auto**, a Comprehensive deductible of \$500 will apply, and the limit of liability shall not exceed the lesser of:
 - a. the purchase price;
 - b. the broadest limit for Part D- Coverage For Damage To Your Auto shown on the Declarations for a similarly classified **Collector Vehicle**; or
 - c. \$100,000.
- 4) We will only provide coverage as stated in conditions 1. through 3. above provided the **newly acquired auto** meets our underwriting eligibility.

P. Occasional pleasure use means the vehicle is:

1. Used for activities consistent with and related to participation in vehicle exhibitions, vehicle club activities, parades, leisure/pleasure drives, or **maintenance**:
 - a. The following uses are not considered leisure/pleasure drives:

- (1) As your **principal means of transportation**;
- (2) As substitute transportation for a **principal means of transportation**;
- (3) To or from work;
- (4) To or from school; or
- (5) For **business** or commercial use.

2. In transit to or from, in attendance at, or located at the temporary **lodging** of the named insured, not to include a **residence premises** of the named insured, during overnight vehicle exhibitions, vehicle, shows, vehicle club activities, leisure/pleasure drives, or parades; or
3. In transit to or from, or located at a repair/restoration facility for service or restoration related function(s).

Q. Occupying means:

1. In;
2. Upon; or
3. Getting in, on, out or off.

R. Personal effects means any personal property owned by, or lawfully in the possession of, you or a **family member**, except as limited below:

Personal effects does not include:

1. Automobilia;
2. Equipment, spare parts, or **emergency tools**;
3. Accounts, bills, checks, credit or debit cards, currency, deeds, documents, evidences of debt, gift cards or certificates, letters of credit, money, notes, or securities; or
4. Portable digital or electronic devices, cell phones, or laser or radar detection devices, including their accessories, or tapes, discs or other media used with equipment described immediately above.

S. Principal means of transportation means a motor vehicle which is primarily used for general transportation, including regular driving to work and/or school, errands, or shopping.

T. Property damage means physical injury to, destruction of or loss of use of tangible property.

U. Residence premises means any and all dwellings, other structures, and grounds owned and/or leased by the named insured, where the named insured lives, and that is shown on the Declarations. **Transportation network platform** means an online-enabled application or digital network used

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to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

V. Your covered auto means:

1. Any vehicle shown on the Declarations which is a **collector vehicle** and is used solely for **occasional pleasure use**.
2. Any **newly acquired auto**.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

A. We will pay damages for **bodily injury** or **property damage** for which any **insured** becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the **insured**. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this Policy.

B. Insured as used in this Part means:

1. You for the ownership, **maintenance** or use of **your covered auto**.
2. Any **family member** for the ownership, **maintenance**, or use of **your covered auto**, but only if that **family member** is listed on the Declarations as an Operator.
3. Any person using **your covered auto** with your permission.

SUPPLEMENTARY PAYMENTS

A. We will pay on behalf of an **insured**:

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in **bodily injury** or **property damage** covered under this Policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.

4. Up to \$250 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

These payments will not reduce the limit of liability.

EXCLUSIONS

A. We do not provide Liability Coverage for any **insured**:

1. Who intentionally causes **bodily injury** or **property damage**.
2. For **property damage** to property owned or being transported by that **insured**.
3. For **property damage** to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of; that **insured**.

This exclusion (**A.3.**) does not apply to **property damage** to a residence or private garage.

4. For **bodily injury** to an employee of that **insured** during the course of employment. This exclusion (**A.4.**) does not apply to **bodily injury** to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For that **insured's** liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time a vehicle is being used by any **insured** who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle.

This exclusion (**A.5.**) does not apply to:

- a. A share-the-expense car pool; or
 - b. The ownership or operation of a vehicle while it is being used for volunteer or charitable purposes.
6. While employed or otherwise engaged in the **business** of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;

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vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion **(A.6.)** does not apply to the ownership, **maintenance** or use of **your covered auto** by:

- a. You;
 - b. Any **family member**; or
 - c. Any partner, agent or employee of you or any **family member**.
7. Maintaining or using any vehicle while that **insured** is employed or otherwise engaged in any **business**.
8. Using a vehicle without a reasonable belief that that **insured** is entitled to do so. This exclusion **(A.8.)** does not apply to a **family member** using **your covered auto** which is owned by you.
9. For **bodily injury** or **property damage** for which that **insured**:
- a. Is an **insured** under a nuclear energy liability policy; or
 - b. Would be an **insured** under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
- A nuclear energy liability policy is a policy issued by any of the following or their successors:
- a. Nuclear Energy Liability Insurance Association;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada.
10. For the ownership, **maintenance** or use of **your covered auto** while:
- a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
 - b. Being used in connection with such personal vehicle sharing program by anyone other than you or any **family member**.

B. We do not provide Liability Coverage for the ownership, **maintenance** or use of:

1. Any vehicle which is designed mainly for use off public roads.

This exclusion **(B.1.)** does not apply to any **trailer**.

2. Any vehicle, other than **your covered auto**, which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
3. Any vehicle, other than **your covered auto**, which is:
 - a. Owned by any **family member**; or
 - b. Furnished or available for the regular use of any **family member**.
4. Any vehicle while participating in, testing for, or practicing for any:
 - a. Race,
 - b. Speed contest,
 - c. Time trial,
 - d. Gymkhana,
 - e. Test and Tune event,
 - f. Driving exhibition,
 - g. Driver's education, or
 - h. **On-track event** of any kind.

As used in this section, **on-track event** would include driving events held in or at facilities designed for or temporarily modified for racing, e.g. parking lots or road courses.

This Exclusion **(B.4.)** does not apply to a vehicle show/exhibit being held on a track for display purposes only, in which the vehicle is not being used for any of the excluded purposes above.

5. **Your covered auto**:
 - a. While being operated by a **family member** who is not listed on the Declarations as an operator; or
 - b. While being operated for other than **occasional pleasure use**.
6. Arising out of the ownership, **maintenance**, or use of any vehicle other than **your covered auto**.
7. Arising out of the ownership, **maintenance**, or use of any **trailer**.

This Exclusion **(B.7.)** does not apply to a **trailer** that is:

- a. Being towed by **your covered auto**; and
- b. Listed on the Declarations or a **newly acquired auto**.

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LIMIT OF LIABILITY

- A.** The Limit Of Liability shown on the Declarations for each person for **Bodily Injury** Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in any one auto accident. Subject to this limit for each person, the Limit Of Liability shown on the Declarations for each accident for **Bodily Injury** Liability is our maximum limit of liability for all damages for **bodily injury** resulting from any one auto accident.

The Limit Of Liability shown on the Declarations for each accident for **Property Damage** Liability is our maximum limit of liability for all **property damage** resulting from any one auto accident. This is the most we will pay regardless of the number of:

1. **Insureds**;
 2. Claims made;
 3. Vehicles or premiums shown on the Declarations; or
 4. Vehicles involved in the auto accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **B** or Part **C** of this Policy; or
 2. Any Underinsured Motorists Coverage provided by this Policy.

OUT OF STATE COVERAGE

If an auto accident to which this Policy applies occurs in any state or province other than the one in which **your covered auto** is principally garaged, we will interpret your policy for that accident as follows:

- A.** If the state or province has:
1. A financial responsibility or similar law specifying limits of liability for **bodily injury** or **property damage** higher than the limit shown on the Declarations, your policy will provide the higher specified limit.
 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B.** No one will be entitled to duplicate payments for the same elements of loss.

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FINANCIAL RESPONSIBILITY

When this Policy is certified as future proof of financial responsibility, this Policy shall comply with the law to the extent required.

OTHER INSURANCE

If there is other applicable liability insurance, we shall be excess over any other collectible insurance.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A.** We will pay reasonable expenses incurred for necessary medical and funeral services because of **bodily injury**;
1. Caused by an accident; and
 2. Sustained by an **insured**.
- We will pay only those expenses incurred for services rendered within three years from the date of the accident.
- B.** **Insured** as used in this Part means:
1. You or any **family member** while **occupying your covered auto**.
 2. Any other person while **occupying your covered auto**.
 3. You or any **family member** as a pedestrian when struck by a motor vehicle designed for use mainly on public roads or a **trailer** of any type.

EXCLUSIONS

We do not provide Medical Payments Coverage for any **insured** for **bodily injury**;

1. Sustained while **occupying** any motorized vehicle having fewer than four wheels.
2. Sustained while **occupying your covered auto** when it is being used as a public or livery conveyance. This includes but is not limited to any period of time **your covered auto** is being used by any **insured** who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle.
This exclusion (2.) does not apply to:
 - a. A share-the-expense car pool; or
 - b. While **your covered auto** is being used for volunteer or charitable purposes.
3. Sustained while **occupying** any vehicle located for use as a residence or premises.

4. Occurring during the course of employment if workers' compensation benefits are required or available for the **bodily injury**.
5. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
6. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
 - a. Owned by any **family member**; or
 - b. Furnished or available for the regular use of any **family member**.

However, this exclusion (6.) does not apply to you.
7. Sustained while **occupying** a vehicle without a reasonable belief that that **insured** is entitled to do so. This exclusion (7.) does not apply to a **family member** using **your covered auto** which is owned by you.
8. Sustained while **occupying** a vehicle when it is being used in the **business** of an **insured**.
9. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War (declared or undeclared);
 - c. Civil war;
 - d. Insurrection; or
 - e. Rebellion or revolution.
10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.
11. Any vehicle while participating in, testing for, or practicing for any:
 - a. Race,
 - b. Speed contest,
 - c. Time trial,
 - d. Gymkhana,

- e. Test and Tune event,
- f. Driving exhibition,
- g. Driver's education, or
- h. **On-track event** of any kind.

As used in this section, **on-track event** would include driving events held in or at facilities designed for or temporarily modified for racing, e.g. parking lots or road courses.

This Exclusion (11.) does not apply to a vehicle show/exhibit being held on a track for display purposes only, in which the vehicle is not being used for any of the excluded purposes above.

12. Sustained while **occupying your covered auto** while it is being operated for other than **occasional pleasure use**.
13. Sustained while **occupying your covered auto** while it is rented or leased to any person for a fee.
14. To any **insured** arising out of the **maintenance** or use of **your covered auto** in a **crime** or any **criminal** activity.
15. Sustained while **occupying**, or when struck by, **your covered auto** while:
 - a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
 - b. Being used in connection with such personal vehicle sharing program by anyone other than you or any **family member**.

LIMIT OF LIABILITY

- A. The Limit Of Liability shown on the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
 1. **Insureds**;
 2. Claims made;
 3. Vehicles or premiums shown on the Declarations; or
 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 1. Part **A** or Part **C** of this Policy; or
 2. Any Underinsured Motorists Coverage provided by this Policy.

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OTHER INSURANCE

If there is other applicable auto medical payments insurance, we shall be excess over any collectible insurance.

PART C - UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

A. We will pay compensatory damages which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury**:

1. Sustained by an **insured**; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership,

maintenance or use of the **uninsured motor vehicle**.

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. **Insured** as used in this Part means:

1. You or any **family member**;
2. Any other person while **occupying your covered auto**; or
3. Any person for damages that person is entitled to recover because of **bodily injury** to which this coverage applies sustained by a person described in 1. or 2. above.

C. **Trailer** as used in this Part means a vehicle designed to be pulled by a:

1. Private passenger type auto; or
2. Pickup or van.

D. **Uninsured motor vehicle** means a land motor vehicle or **trailer** of any type:

1. To which no **bodily injury** liability bond or policy applies at the time of the accident.
2. To which a **bodily injury** liability bond or policy applies at the time of the accident. In this case its limit for **bodily injury** liability must be less than the minimum limit for **bodily injury** liability specified by the financial responsibility law of the state in which **your covered auto** is principally garaged.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. You or any **family member**;

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b. A vehicle which you or any **family member** are **occupying**; or

c. **Your covered auto**.

4. To which a **bodily injury** liability bond or policy applies at the time of the accident but the bonding or insuring company:

- a. Denies coverage; or
- b. Is or becomes insolvent.

However, **uninsured motor vehicle** does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any **family member**.
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

EXCLUSIONS

A. We do not provide Uninsured Motorists Coverage for **bodily injury** sustained:

1. By an **insured** while **occupying**, or when struck by, any motor vehicle owned by that **insured** which is not insured for this coverage under this Policy. This includes a **trailer** of any type used with that vehicle.
2. By any **family member** while **occupying**, or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.

B. We do not provide Uninsured Motorists Coverage for **bodily injury** sustained by any **insured**:

1. If that **insured** or the legal representative settles the **bodily injury** claim and such settlement prejudices our right to recover payment.
2. While **occupying your covered auto** when it is being used as a public or livery conveyance. This includes but is not limited to any period of time **your covered auto** is being used by any **insured** who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle.

This exclusion (B.2.) does not apply:

- a. To a share-the-expense car pool; or

- b. While **your covered auto** is being used for volunteer or charitable purposes.
- 3. Using a vehicle without a reasonable belief that that **insured** is entitled to do so. This exclusion **(B.3.)** does not apply to a **family member** using **your covered auto** which is owned by you.
- 4. While **occupying**, or when struck by, **your covered auto** while:
 - a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
 - b. Being used in connection with such personal vehicle sharing program by anyone other than you or any **family member**.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.
- D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. The Limit Of Liability shown on the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in any one accident. Subject to this limit for each person, the Limit Of Liability shown on the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for **bodily injury** resulting from any one accident.

This is the most we will pay regardless of the number of:

- 1. **Insureds**;
 - 2. Claims made;
 - 3. Vehicles or premiums shown on the Declarations; or
 - 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Part **A** or Part **B** of this Policy; or
 - 2. Any Underinsured Motorists Coverage provided by this Policy.

- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.

OTHER INSURANCE

- A. If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the Policy:
 - 1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
 - 2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for **your covered auto**, shall be excess over any collectible insurance providing such coverage on a primary basis.
 - 3. If the coverage under this Policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

- A. If we and an **insured** do not agree:
 - 1. Whether that **insured** is legally entitled to recover damages; or
 - 2. As to the amount of damages which are recoverable by that **insured**:

from the owner or operator of an **uninsured motor vehicle** then the matter may be arbitrated.

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However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

B. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

C. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:**

1. Whether the **insured** is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the minimum limit for **bodily injury** liability specified by the financial responsibility law of the state in which **your covered auto** is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

**PART D - COVERAGE FOR DAMAGE TO YOUR
AUTO**

INSURING AGREEMENT

A. We will pay for sudden, direct and accidental loss to **your covered auto, including its equipment, minus any applicable deductible shown on the Declarations. If loss to more than one of **your covered autos** results from the same **collision**, only the highest applicable deductible will apply. We will pay for loss to **your covered auto** caused by:**

1. **Comprehensive** only if the Declarations indicates that Comprehensive Coverage is provided for that auto.
2. **Collision** only if the Declarations indicates that Collision Coverage is provided for that auto.

B. **Collision means the upset of **your covered auto** or its impact with another vehicle or object.**

Loss caused by the following is considered **comprehensive**:

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

If breakage of glass is caused by a **collision**, you may elect to have it considered a loss caused by **collision**.

ADDITIONAL COVERAGES

A. Spare Parts Coverage

We will pay up to the limit shown on the Declarations, per occurrence for direct and accidental loss to spare parts, accessories, and **emergency tools** for **your covered auto**, only if the loss is covered by Collision or Comprehensive coverage and such coverage is shown as applicable on the Declarations. We do not cover parts and accessories held for sale by you or property of others in your care, custody or control.

Our Limit of Liability for loss to spare parts shall not exceed the lesser of the:

1. Amount necessary to repair or replace the spare parts;
2. Actual cash value of the spare parts; or
3. Limit for spare parts shown on the Declarations.

Our Limit of Liability for loss to spare parts will be reduced by:

1. Deductions for depreciation based on condition and age just prior to the loss; and
2. The amount of any unrepaired prior loss or damage.

Emergency tools as used in this part refer to tools stored in **your covered auto** that are used

for the emergency **maintenance** of **your covered auto**.

B. Towing and Emergency Expense

1. We will pay up to the limit shown on the Declarations for towing and emergency

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expense costs incurred as a result of the **disablement** of **your covered auto**. The labor must be performed at the place of **disablement**. Benefits are applicable if the **disablement** is the result of a covered emergency:

- a. Mechanical or electrical breakdown.
- b. Battery failure.
- c. Insufficient supply of fuel, oil, water, or other fluid.
- d. Flat tire.
- e. Lock-out.
- f. Entrapment in snow, mud, water, or sand.

2. The following are non-covered items:

- a. Any parts or replacement keys.
- b. Fluid, lubricants or fuel in excess of the amount required to get the disabled vehicle back on the road.
- c. Installation of any products or materials not related to the **disablement**.
- d. Labor or materials not related to the **disablement** of your vehicle including work performed at a service station, garage, or repair shop.
- e. Labor on a covered disabled vehicle for any time period in excess of sixty (60) minutes from time of dispatch per **disablement**.
- f. Replacement tire or tire repair.
- g. Any or all fines, towing related to impoundment, abandonment, illegal parking or other violations of law or **disablement** that results from the use of intoxicants or narcotics.
- h. Damage or **disablement** due to fire, flood or vandalism.
- i. Towing from a service station, garage, repair, or restoration facility.
- j. A second or any subsequent tow for a single **disablement**.
- k. Mounting or removing snow tires or chains.
- l. **Disablement** that results from the willful acts or actions of the operator of a covered disabled vehicle if such acts could reasonably be expected to produce malfunction.

- m. **Disablement** that is not the result of a covered emergency.
- n. **Disablement** service necessary as a result of a disabled **trailer** that is not listed as a covered vehicle on this Policy.
- o. **Disablements** that occur on roads not regularly maintained, such as sand beaches, open fields, and areas designated as not passable due to construction.
- p. **Disablement** that is a result of the vehicle used in any racing, track, driving education, or timed event.
- q. Vehicles with more than two axles or two ton weight capacity.
- r. Recovery of a vehicle from a natural disaster or vehicle submerged in water.

3. Coverage applies in the United States and Canada.

C. Travel Loss Coverage

In the event of a **disablement** to **your covered auto**, we will pay up to the limit shown on the Declarations, for reasonable:

1. Transportation expenses incurred by you;
2. Expenses incurred by you for **lodging** and meals; or
3. Unrecoverable, pre-paid expenses for your attendance at **collector vehicle** events, such as preregistration fees; resulting from the **disablement**.

This coverage applies only if:

1. The covered loss occurs more than 50 miles from the primary garaging location of the vehicle as on file with the company; and
2. **Your covered auto** is disabled for more than 24 hours.

Our payment for Travel Loss Coverage will be limited to that period of time reasonably required to:

1. Resume travel under a prearranged itinerary; or
2. Return home.

D. Pet Coverage

For **your pet** that suffers injury or death as a direct result of a **Comprehensive** or **Collision** loss involving **your covered auto**, we will pay up to the limit shown on the Declarations for:

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1. Reasonable and customary costs incurred by you or a **family member** for veterinary fees, including medications and procedures prescribed by **your pet's** veterinarian, arising from the loss; or
2. **Your pet's replacement cost** if **your pet** dies as a result of the loss.

Pet Coverage applies only if:

1. **Your pet** is **occupying your covered auto** at the time of the loss; and
2. The loss to **your covered auto** is covered under **PART D - COVERAGE FOR DAMAGE TO YOUR AUTO**.

With respect to any one loss, the most we will pay for all damages under Pet Coverage is a total of the limit shown on the Declarations regardless of the number of dogs or cats that are injured or die in that loss.

As used in this part,

Your pet means any dog or cat owned by you or a **family member**.

Your pet's replacement cost means the cost to replace the deceased dog or cat with another dog or cat up to the extent of the limit of coverage. It does not include any amounts for veterinary bills, training, or any other amounts other than the cost to replace the pet itself.

E. Full Safety Glass Coverage

We will pay the cost of repairing or replacing damaged **safety glass** on **your covered auto** without a deductible. We will pay only if the Declarations indicate that Comprehensive Coverage applies.

Safety glass as used in this section means the glass used in the windshield, doors and windows of **your covered auto**.

F. Disaster Relocation Expense Reimbursement Coverage

We will reimburse you for the reasonable expenses that you incur for relocation of **your covered auto** due to a natural disaster.

Disaster relocation applies when:

1. The National Weather Service issues a watch for a Named Storm, Brush Fire or Flood;
2. The National Weather Service issues a warning for a Named Storm, Brush Fire or Flood; or
3. There is imminent danger in the area where **your covered auto** is located and any damage to

your covered auto is preventable by the relocation.

Additional Terms Applying to Disaster Relocation Expense Reimbursement Coverage:

1. Limit of Liability

We will provide reimbursement up to the limit shown on the Declarations for the relocation and storage costs of **your covered auto**.

2. Deductible

The deductible for **your covered auto** shown on the Declarations does not apply to damage to Disaster Relocation Expense Reimbursement Coverage.

G. Personal Effects Coverage

We will pay up to the limit shown on the Declarations for direct and accidental loss to **personal effects** in **your covered auto**, only if the loss is covered by Collision or Comprehensive coverage and such coverage is shown as applicable on the Declarations, subject to the deductible shown on the Declarations for **personal effects**. We will not pay for loss to **personal effects** caused by theft unless the loss results from forcible entry into **your covered auto**.

Our Limit of Liability for loss to **personal effects** shall not exceed the lesser of the:

1. Amount necessary to repair or replace the **personal effects**;
2. Actual cash value of the **personal effects**; or
3. Limit for **personal effects** shown on the Declarations.

Our Limit of Liability for loss to **personal effects** will be reduced by:

1. Deductions for depreciation based on condition and age just prior to the loss; and
2. The amount of any unrepaired prior loss or damage.

We will adjust each covered loss separately, and a separate deductible will apply to each **collector vehicle** insured under this Policy.

Our payment for each covered loss will be reduced by the deductible shown on the Declarations.

EXCLUSIONS

We will not pay for:

1. Loss to **your covered auto** which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time **your covered auto** is being used by any person who is logged into a

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transportation network platform as a driver, whether or not a passenger is **occupying** the vehicle.

This exclusion **(1.)** does not apply:

- a. To a share-the-expense car pool; or
- b. While **your covered auto** is being used for volunteer or charitable purposes.

2. Damage due and confined to:

- a. Wear and tear, neglect;
- b. Freezing;
- c. Mechanical, engine transmission, electrical, or structural failure;
- d. Road damage to tires;
- e. Gradual deterioration;
- f. Dampness;
- g. Temperature extremes;
- h. Inherent vice;
- i. Rust;
- j. Corrosion;
- k. Latent defect;
- l. Dry or wet rot;
- m. Mold or mildew; or
- n. Power surge or interruption to electrical device, other than lightening.

This exclusion **(2.)** does not apply if the damage results from the total theft of **your covered auto**.

3. Loss due to or as a consequence of:

- a. Radioactive contamination;
- b. Discharge of any nuclear weapon (even if accidental);
- c. War (declared or undeclared);
- d. Civil war;
- e. Insurrection; or
- f. Rebellion or revolution.

4. Loss to any electronic equipment designed for the reproduction of sound and any accessories used with such equipment. This includes but is not limited to:

- a. Radios and stereos;
- b. Tape decks; or

c. Compact disc players.

This exclusion **(4.)** does not apply to equipment designed solely for the reproduction of sound and accessories used with such equipment, provided:

- a. The equipment is permanently installed in **your covered auto**; or
- b. The equipment is:
 - (1) Removable from a housing unit which is permanently installed in the auto;
 - (2) Designed to be solely operated by use of the power from the auto's electrical system; and
 - (3) In or upon **your covered auto** at the time of the loss.

5. Loss to tapes, records, discs or other media used with equipment described in exclusion **(4.)**.

6. Loss or damage to or as a consequence of destruction or confiscation by governmental or civil authorities, including damages during searches, impoundment, or towing.

7. Loss to:

- a. A **trailer**, camper body, or motor home, which is not shown on the Declarations; or
- b. Facilities or equipment used with such **trailer**, camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a **trailer**, camper body or motor home.

8. Loss to **your covered auto** while participating in, testing for, or practicing for any:

- a. Race,
- b. Speed contest,
- c. Time trial,
- d. Gymkhana,
- e. Test and Tune event,
- f. Driving exhibition,

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- g. Driver's education, or
- h. **On-track event** of any kind.

As used in this section, **on-track event** would include driving events held in or at facilities designed for or temporarily modified for racing, e.g. parking lots or road courses.

This exclusion (8.) does not apply to a vehicle show/exhibit being held on a track for display purposes only, in which your vehicle is not being used for any of the excluded purposes above.

- 9. Loss or damage intentionally caused by you or at your direction.
- 10. Loss or damage due and confined to faulty workmanship, construction, design, or manufacture.
- 11. Loss or damage to **your covered auto** while it is being used for other than **occasional pleasure use**.
- 12. Loss or damage to **your covered auto** which occurs at a vehicle repair/ service/ restoration facility prior to the facility taking care, custody, and control of **your covered auto**, but only if:
 - a. **Your covered auto** is left at the service facility while they are not open; and
 - b. **Your covered auto** is not left in a locked garage facility or **secured location**.

As used in this part, **secured location** means:

- a. A completely enclosed, fenced, and locked facility; or
 - b. A location that is continuously guarded by on site security personnel.
- 13. Loss or damage to **your covered auto** when left in any private or public parking facility unless the facility is continuously guarded.

This exclusion (13.) does not apply to **your covered auto** when it is being used for **occasional pleasure use**.

- 14. Loss or damage to **your covered auto** while it is parked in front of, off of, or away from the **residence premises**.

This exclusion (14.) does not apply to **your covered auto** when it is being used for **occasional pleasure use**.

- 15. Loss caused by the theft or conversion of **your covered auto** by a person to whom you have voluntarily entrusted **your covered auto**;
- 16. Loss resulting from conversion, embezzlement or secretion by any person who has a lien, rental, or sales agreement.

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- 17. Loss to **your covered auto** due to **diminution in value**.
- 18. Loss or damage to **your covered auto** which occurs while it is rented or leased to any person for a fee.
- 19. Loss or damage to **your covered auto** arising out of the ownership, maintenance or use of **your covered auto** in a **crime** or any **criminal** activity.
- 20. Loss to **your covered auto** which occurs while:
 - a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
 - b. Being used in connection with such personal vehicle sharing program by anyone other than you or any **family member**.

LIMIT OF LIABILITY

- A. If the Declarations indicates your vehicle is insured for **agreed value**:
 - 1. In the event the property is stolen, totally destroyed, or deemed a **constructive total loss** we will pay the **agreed value** as shown on the Declarations. The limit of liability shown for each vehicle is increased by two percent at the end of each three month period after the effective date. Upon expiration of the policy period, the limit reverts back to the **agreed value** stated on the Declarations. This amount is used to process your renewal unless you request a change in the amount of insurance.

We will reduce our payment by any amount paid for a previous loss to that property if the damage was not repaired.
 - 2. In the event of partial damage to the vehicle we will pay the amount required to repair or replace it, whichever is less, up to the amount of coverage for each occurrence. Our repair or replacement will be with labor and parts of like kind and quality, without regard to betterment or depreciation.
- B. If the Declarations indicates your vehicle is insured for stated amount:
 - 1. Our limit of Liability for loss will be the lesser of the:
 - a. Actual cash value of the stolen or damaged property;
 - b. Amount necessary to repair or replace the property with other property of like kind and quality; or
 - c. Amount shown on the Declarations.

2. An adjustment for depreciation and physical condition will be made in determining Actual Cash Value in the event of a total loss.
 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.
- C.** In the event that we pay for property that is stolen, totally destroyed, or deemed a **constructive total loss**, at our option, the salvage becomes our property.

You may, at your option and with our approval, purchase the salvage from us at a price we determine, in accordance with state regulations. You must advise us of your intent prior to our making payments under the terms of this Policy.

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this Policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for a partial loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, any insurance we provide shall be excess over any other collectible source of recovery.

APPRAISAL

- A.** If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the Actual Cash Value and the amount of loss. If they fail to agree, they will submit their differences to the umpire.

A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and

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2. Bear the expenses of the appraisal and umpire equally.

- B.** We do not waive any of our rights under this Policy by agreeing to an appraisal.

REINSTATEMENT OF LIMIT

A loss to **your covered auto** reduces our liability limit by the amount of the loss under **PART D - COVERAGE FOR DAMAGE TO YOUR AUTO**. Upon repair or replacement of **your covered auto** the limit will return to the limit shown on the Declarations.

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this Policy if the failure to comply with the following duties is prejudicial to us:

- A.** We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B.** A person seeking any coverage must:
1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same.
 - c. To recorded statements.
 4. Authorize us to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
 5. Submit a proof of loss when required by us.
- C.** A person seeking Uninsured Motorists Coverage must also:
1. Promptly notify the police if a hit-and-run driver is involved.
 2. Promptly send us copies of the legal papers if a suit is brought.
- D.** A person seeking **Coverage For Damage To Your Auto** must also:
1. Take reasonable steps after loss to protect **your covered auto** and its equipment from

further loss. We will pay reasonable expenses incurred to do this.

2. Promptly notify the police if **your covered auto** is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F - GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency by you shall not relieve us of any obligations under this Policy.

CHANGES

- A. This Policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 1. The number, type or use classification of insured vehicles;
 2. Operators using insured vehicles;
 3. The place of principal garaging of insured vehicles; or
 4. Coverage, deductible or limits.

If a change resulting from **A.** or **B.** requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph (**C.**) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
 1. A subsequent edition of your policy; or
 2. An Amendatory Endorsement.

FRAUD

We do not provide coverage if you have made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this Policy.

LEGAL ACTION AGAINST US

- A. No legal action may be brought against us until there has been full compliance with all the terms of this Policy. In addition, under Part **A**, no legal action may be brought against us until:
 1. We agree in writing that you have an obligation to pay; or
 2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this Policy to bring us into any action to determine your liability.

OUR RIGHT TO RECOVER PAYMENT

- A. If we make a payment under this Policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
 1. Whatever is necessary to enable us to exercise our rights; and
 2. Nothing after loss to prejudice them.

However, our rights in this paragraph (**A.**) do not apply under **PART D - COVERAGE FOR DAMAGE TO YOUR AUTO** against any person using **your covered auto** with a reasonable belief that that person is entitled to do so.

- B. If we make a payment under this Policy and the person to or for whom payment is made recovers damages from another, that person shall:
 1. Hold in trust for us the proceeds of the recovery; and
 2. Reimburse us to the extent of our payment.

POLICY PERIOD AND TERRITORY

- A. This Policy applies only to accidents and losses which occur:
 1. During the policy period as shown on the Declarations; and
 2. Within the policy territory.
- B. The policy territory is:
 1. The United States of America, its territories or possessions;
 2. Puerto Rico; or
 3. Canada.

This Policy also applies to loss to, or accidents involving, **your covered auto** while being transported between their ports.

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TERMINATION

A. Cancellation

This Policy may be cancelled during the policy period as follows:

1. The named insured shown on the Declarations may cancel by:
 - a. Returning this Policy to us; or
 - b. Giving us advance notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown on the Declarations at the address shown in this Policy:
 - a. At least 10 days' notice:
 - (1) If cancellation is for nonpayment of premium; or
 - (2) If notice is mailed during the first 60 days this Policy is in effect and this is not a renewal or continuation policy; or
 - b. At least 20 days' notice in all other cases.
3. After this Policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses **your covered auto**;has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than one year; or
 - c. If the Policy was obtained through material misrepresentation.

B. Nonrenewal

If we decide not to renew or continue this

Policy, we will mail notice to the named insured shown on the Declarations at the address shown in this Policy. Notice will be mailed at least 20 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than six months, we will have the right not to renew or continue this Policy every six

months, beginning six months after its original effective date.

2. Six months or longer, but less than one year, we will have the right not to renew or continue this Policy at the end of the policy period.
3. One year or longer, we will have the right not to renew or continue this Policy at each anniversary of its original effective date.

C. Automatic Termination

If we offer to renew or continue and you or your representative does not accept, this Policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer. If you obtain other insurance on **your covered auto**, any similar insurance provided by this Policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

A. Your rights and duties under this Policy may not be assigned without our written consent. However, if a named insured shown on the Declarations dies, coverage will be provided for:

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown on the Declarations; and
2. The legal representative of the deceased person as if a named insured shown on the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use **your covered auto**.

B. Coverage will only be provided until the end of the policy period.

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TWO OR MORE AUTO POLICIES

If this Policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

PRINCIPAL MEANS OF TRANSPORTATION REQUIREMENT

This Policy provides coverage for **your covered auto** shown on the Declarations. You must own a **principal means of transportation** which must be insured by a separate insurance policy that must be in effect for the entire time this Policy is in effect. If you do not own a **principal means of transportation** which is insured by a separate insurance policy in effect for the entire time this Policy is in effect, then no coverage will apply. In no event will this Policy serve as your only auto coverage.

The Company has caused the policy to be signed by the President and Secretary. It is countersigned on the Declarations Page by our authorized representative(s) if required.

Policy Number: _____

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY COVERAGE EXCLUSION ENDORSEMENT

Vehicle:

The following exclusion is added and is only applicable to the vehicle(s) listed above:

In consideration of the continuation of this Policy at the premium charged, it is agreed that the coverages listed below are not afforded by this Policy :

- Liability,
- Medical Payments,
- Personal Injury Protection Coverage (where applicable),
- Uninsured Motorists Coverage,
- Uninsured Motorists Property Damage (where applicable),
- Underinsured Motorists Coverage and
- Underinsured Motorists Property Damage (where applicable).

All other terms and conditions remain unchanged.

Policy Number: _____

DRIVER EXCLUSION ENDORSEMENT

In consideration of the continuation of this Policy at the premium charged, it is agreed that all coverages, including, but not limited to:

Liability,
Medical Payments,
Personal Injury Protection Coverage (where applicable),
Uninsured Motorists Coverage,
Underinsured Motorists and
Coverage For Damage To Your Auto,

are not afforded by this Policy while any vehicle described in the Policy , or any other automobile to which the terms of this Policy are extended, is being used, driven, operated, manipulated by, or under the care, custody or control, with or without permission, by the person named below:

NAME OF EXCLUDED DRIVER

All other terms and conditions remain unchanged.

The Named Insured accepts this endorsement and confirms acceptance as witness his/her signature.

Signature/Acceptance of Named Insured

Date

Policy Number: _____

DRIVER EXCLUSION ENDORSEMENT

In consideration of the continuation of this Policy at the premium charged, it is agreed that all coverages, including, but not limited to:

Liability,
Medical Payments,
Personal Injury Protection Coverage (where applicable),
Uninsured Motorists Coverage,
Underinsured Motorists and
Coverage For Damage To Your Auto,

are not afforded by this Policy while any vehicle described in the Policy , or any other automobile to which the terms of this Policy are extended, is being used, driven, operated, manipulated by, or under the care, custody or control, with or without permission, by the person named below:

NAME OF EXCLUDED DRIVER

(as on file with the company)

If "you" wish to alter or remove this exclusion, please contact "your" agent.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF THE POLICY.
PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS - DISTRICT OF COLUMBIA

I. DEFINITIONS

The following is added to the Definitions Section:

Throughout the Policy, **minimum limits** refers to the following limits of liability as required by District of Columbia law, to be provided under a Policy of automobile liability insurance:

1. \$25,000 for each person, subject to \$50,000 for each accident, with respect to **bodily injury**, and
2. \$10,000 for each accident with respect to **property damage**.

II. SUSPENSION OF POLICY COVERAGE

The following provision is added:

In accordance with the requirements of the District of Columbia no-fault law, all Policy coverages shall be suspended for "you", or any **family member**, who operates any vehicle during any period when that person's driver's license is suspended or revoked.

III. PART A - LIABILITY COVERAGE

The following exclusion is added to Part A:

"We" do not provide Liability Coverage for any **insured** for **bodily injury** to "you" or any **family member** to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the District of Columbia's Compulsory No-Fault Motor Vehicle Insurance Act.

IV. PART B - MEDICAL PAYMENTS COVERAGE

The following is added under the **Limit of Liability** Provision of Part B:

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Personal Injury Protection Coverage.

V. PART F - GENERAL PROVISIONS

Part F is amended as follows:

- A. Paragraph A . of the **Our Right To Recover Payment** Provision does not apply to **Part C**.
- B. The **Termination** Provision is replaced by the following:

TERMINATION

A. Cancellation

This Policy may be cancelled during the policy period as follows:

1. The named **insured** shown in the Declarations may cancel by:
 - a. Returning this Policy to "us"; or
 - b. Giving "us" advance notice of the date cancellation is to take effect.

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2. "We" may cancel by mailing to the named **insured** shown in the Declarations at the address shown in this Policy or to the named **insured's** last known address at least 10 days notice if the notice is mailed during the first 60 days this Policy is in effect and this is not a renewal or continuation policy.
3. After this Policy is in effect for more than 60 days, or if this is a renewal or continuation policy, "we" will cancel:
 - a. By mailing to the named **insured** shown in the Declarations at the address shown in this Policy or to the named **insured's** last known address at least 30 days written notice; and
 - b. Only:
 - (1) For nonpayment of premium; or
 - (2) If "your" driver's license or that of:
 - (a) Any driver who lives with "you"; or
 - (b) Any driver who customarily uses **your covered auto** has been suspended or revoked. This must have occurred:
 - (a) During the policy period; or
 - (b) Since the last anniversary of the original effective date if the policy period is other than 1 year; or
 - (3) If the Policy was obtained through material misrepresentation.

B. Nonrenewal

If "we" decide not to renew or continue this Policy, "we" will mail written notice to the named **insured** shown in the Declarations at the address shown in the Policy or to the named **insured's** last known address. The written notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, "we" will have the right not to renew or continue the Policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than 1 year, "we" will have the right not to renew or continue the Policy at the end of the policy period.
3. 1 year or longer, "we" will have the right not to renew or continue the Policy at each anniversary of its original effective date.

C. Automatic Termination

If "you" obtain other insurance on **your covered auto**, any similar insurance provided by the Policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions

1. "We" may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

2. If this Policy is cancelled, “you” may be entitled to a premium refund. If so, “we” will send “you” the refund. The premium refund, if any, will be computed according to **our** manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY.
PLEASE READ IT CAREFULLY.

UNINSURED/UNDERINSURED MOTORISTS COVERAGE - DISTRICT OF COLUMBIA

PART C - UNINSURED MOTORISTS COVERAGE is replaced by the following:

INSURING AGREEMENT

A. “We” will pay compensatory damages which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** or an **underinsured motor vehicle** where such coverage is indicated as applicable in the Declarations because of:

- 1. Bodily injury** sustained by an **insured** and caused by an accident; and
- 2. Property damage** caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, **maintenance** or use of the **uninsured motor vehicle** or **underinsured motor vehicle**.

“We” will pay damages under this coverage caused by an accident with an **underinsured motor vehicle** only if **1.** or **2.** below applies.

- 1.** The limits of liability under any bodily injury liability bonds or policies applicable to the **underinsured motor vehicle** have been exhausted by payment of judgments or settlements; or
- 2.** A tentative settlement has been made between an **insured** and the insurer of the **underinsured motor vehicle** and “we”:
 - a.** Have been given prompt written notice by certified mail, return receipt requested, of such tentative settlement; and
 - b.** Advance payment to the insured in an amount equal to the tentative settlement within 60 days after receipt of notification.

Any judgment for damages arising out of a suit brought without “our” written consent is not binding on “us”.

B. Insured as used in this endorsement means:

- 1.** “You” or any **family member**.
- 2.** Any other person **occupying your covered auto**.
- 3.** Any person for damages that person is entitled to recover because of **bodily injury** to which this coverage applies sustained by a person described in **1.** or **2.** above.

C. Property damage as used in this endorsement means injury to or destruction of:

- 1. Your covered auto.**
- 2.** Any property owned by a person listed in **1.** or **2.** of **insured** while contained in **your covered auto**.

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D. Underinsured motor vehicle means a land motor vehicle or **trailer** where bodily injury or property damage liability bond(s) or Policy(ies) are insufficient to pay the loss up to the limit of uninsured motorists coverage shown in the Declarations.

Loss as used in this Provision **D.** means:

1. With respect to bodily injury, economic detriment incurred as a result of an accident resulting in injury, consisting of and limited to medical and rehabilitation expenses, work loss inclusive of replacement services loss, and death benefits. However, **loss** does not include pain, suffering, inconvenience, physical or mental impairment, and other nonpecuniary damage recoverable under the tort law applicable to injury arising out of the **maintenance** or use of a motor vehicle.
2. With respect to property damage, direct and accidental loss or damage to **your covered auto** or property contained in **your covered auto**.

However, **underinsured motor vehicle** does not include:

1. An **uninsured motor vehicle**; or
2. Any vehicle or equipment owned or operated by a self-insurer under any applicable motor vehicle law.

E. Uninsured motor vehicle means a land motor vehicle or **trailer** of any type:

1. To which no liability bond applies at the time of the accident.
2. To which a liability bond or Policy applies at the time of the accident. In this case its limit of liability must be less than the minimum limit for liability specified in the District of Columbia no-fault law.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. "You" or any **family member**;
 - b. A vehicle which "you" or any **family member** is **occupying**; or
 - c. **Your covered auto**.
4. To which a liability bond or Policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

However, **uninsured motor vehicle** does not include:

1. An **underinsured motor vehicle**; or
2. Any vehicle or equipment owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.

F. In addition, neither **uninsured motor vehicle** nor **underinsured motor vehicle** includes any vehicle or equipment:

1. Owned by or furnished or available for the regular use of “you” or any **family member**.
2. Owned by any governmental unit or agency.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or premises.

EXCLUSIONS

- A. “We” do not provide Uninsured Motorists Coverage or Underinsured Motorists Coverage for **property damage** or **bodily injury** sustained:
1. By an **insured** while **occupying**, or when struck by, any motor vehicle owned by that **insured** which is not insured for this coverage under this Policy. This includes a **trailer** of any type used with that vehicle.
 2. By any **family member** while **occupying**, or when struck by, any motor vehicle “you” own which is insured for this coverage on a primary basis under any other Policy.
- B. “We” do not provide Uninsured Motorists Coverage or Underinsured Motorists Coverage for **property damage** or **bodily injury** sustained by any insured:
1. If that **insured** or the legal representative settles the **bodily injury** or **property damage** claim and such settlement prejudices “our” right to recover payment.
 2. While **occupying your covered auto** when it is being used as a public or livery conveyance. This Exclusion **B.2.** does not apply to a share-the-expense car pool.
 3. Using a vehicle without a reasonable belief that that **insured** is entitled to do so. This Exclusion **B.3.** does not apply to a **family member** using **your covered auto** which is owned by “you”.
 4. For the first \$200 of the amount of **property damage** to the property of each **insured** as the result of any one accident.
- C. This coverage shall not apply directly or indirectly to benefit:
1. Any insurer or self-insurer under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law.
- D. “We” do not provide Uninsured Motorists Coverage or Underinsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. With respect to the Uninsured Motorists Coverage/Underinsured Motorists Coverage indicated as applicable in the Declarations for damages caused by an accident with an **uninsured motor vehicle** or **underinsured motor vehicle** respectively:

1. The limit of Bodily Injury Liability shown for each person is “our” maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in any one accident.
2. Subject to this limit for each person, the limit of Bodily Injury Liability shown for each accident is “our” maximum limit of liability for all damages for **bodily injury** resulting from any one accident.
3. The limit of Property Damage Liability shown for each accident is “our” maximum limit of liability for all **property damage** resulting from any one accident.

This is the most “we” will pay regardless of the number of:

1. **Insureds**;
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of **loss** under Uninsured Motorists Coverage and:
1. **Part A** or **Part B** of this Policy;
 2. Any Underinsured Motorists Coverage provided by this Policy; or
 3. Personal Injury Protection Coverage.
- C.** No one will be entitled to receive duplicate payments for the same elements of **loss** under Underinsured Motorists Coverage and:
1. **Part A** or **Part B** of this Policy;
 2. Any Uninsured Motorists Coverage provided by this Policy; or
 3. Personal Injury Protection Coverage.
- D.** “We” will not make a duplicate payment under either Uninsured Motorists Coverage or Underinsured Motorists Coverage for any element of **loss** for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- E.** “We” will not pay for any element of **loss** if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.
- F.** No payment will be made for loss paid or payable to the **insured** under Part **D** of this Policy.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this endorsement:

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1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance “we” provide with respect to a vehicle “you” do not own, including any vehicle while used as a temporary substitute for “your” covered auto shall be excess over any collectible insurance providing such coverage on a primary basis.
3. If the coverage under this Policy is provided:
 - a. On a primary basis, “we” will pay only “our” share of the **loss** that must be paid under insurance providing coverage on a primary basis. “Our” share is the proportion that “our” limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, “we” will pay only “our” share of the **loss** that must be paid under insurance providing coverage on an excess basis. “Our” share is the proportion that “our” limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

A. If “we” and the **insured** do not agree:

1. Whether that **insured** is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that **insured**;

from the owner or operator of an **uninsured motor vehicle**, the **insured** may request that the claim be resolved by the Board of Consumer Claims Arbitration for the District of Columbia. However, disputes concerning coverage under this Part may not be arbitrated.

B. If “we” agree, the Board may hear and decide the matter. A decision agreed to by the Board will be binding.

However, if “we” do not agree:

1. The Board of Consumer Claims Arbitration for the District of Columbia will be disqualified from arbitrating the matter; and
2. Both parties must agree to arbitration.

If so agreed, each party will select an arbitrator. The two arbitrators will select a third.

If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

C. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third party equally.

D. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:

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1. Whether the **insured** is legally entitled to recover damages; and
2. The amount of the damages. This applies only if the amount does not exceed the minimum limit of liability specified by the District of Columbia no-fault law. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

ADDITIONAL DUTIES

A person seeking coverage under this endorsement must also promptly:

1. Send "us" copies of the legal papers if a suit is brought; and
2. Notify "us" in writing by certified mail, return receipt requested, of a tentative settlement between the **insured** and the insurer of the **underinsured motor vehicle** and allow "us" within 60 days after receipt of notification to advance payment to that **insured** in an amount equal to the tentative settlement to preserve "our" rights against the insurer, owner or operator of such **underinsured motor vehicle** .

GENERAL PROVISIONS

The following is added to the **OUR RIGHT TO RECOVER PAYMENT** Provision in **Part F** with respect to Uninsured/Underinsured Motorists Coverage:

OUR RIGHT TO RECOVER PAYMENT

"Our" rights do not apply under Paragraph **A.** with respect to Underinsured Motorists Coverage if "we":

1. Have been given prompt notice by certified mail, return receipt requested of a tentative settlement between an **insured** and the insurer of an **underinsured motor vehicle**; and
2. Fail to advance payment to the **insured** in an amount equal to the tentative settlement within 60 days after receipt of notification.

If "we" advance payment to the **insured** in an amount equal to the tentative settlement within 60 days after receipt of notification:

1. That payment will be separate from any amount the **insured** is entitled to recover under the provisions of Underinsured Motorists Coverage; and
2. "We" also have a right to recover the advanced payment.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY.
PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION COVERAGE - DISTRICT OF COLUMBIA

With respect to coverage provided by this endorsement, the provisions of the Policy apply unless modified by the endorsement.

PERSONAL INJURY PROTECTION BENEFITS WILL NOT BE PROVIDED TO ANY INSURED UNLESS WE ARE NOTIFIED WITHIN SIXTY DAYS OF AN ACCIDENT OF THAT INSURED'S ELECTION TO RECEIVE PERSONAL INJURY PROTECTION BENEFITS.

I. DEFINITIONS

The Definitions section is amended as follows:

A. The reference to "you" and "your" is replaced by the following:

"You" and "your", as used in this endorsement, refer to the named **insured** shown in the Declarations.

B. The following definitions are replaced:

- 1. Bodily injury** means any bodily harm sustained in an accident including any illness, disease or death resulting from bodily harm.
- 2. Your covered auto** means a motor vehicle shown in the Declarations as one to which both Personal Injury Protection Coverage and Liability Coverage under this Policy apply.

C. The following definitions are added:

- 1. Motor vehicle** means any device propelled by an internal combustion engine, electricity or steam. however, motor vehicle does not include:
 - a.** A traction engine used exclusively for drawing vehicles in fields; or
 - b.** A road roller or a vehicle propelled only upon rails and tracks.
- 2. Vehicle** means:
 - a.** A **trailer** as defined in the Act; or
 - b.** An appliance moved or designed to be moved over a publicly maintained way on wheels or traction tread which is:
 - (1)** Operated by power other than muscular power; or
 - (2)** Drawn by a draft animal or beast of burden.

D. Insured as used in this endorsement means:

- 1.** "You"; or
- 2.** Any other person while **occupying**:
 - a.** **Your covered auto**; or
 - b.** A **motor vehicle** or **vehicle** operated by "you".

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- E. **The Act** refers to the District of Columbia Compulsory No-Fault Motor Vehicle Insurance Act of 1982, Amendments Act of 1985.

II. PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

- A. "We" will pay, in accordance with **the Act**, personal injury protection benefits shown as applicable in the Declarations, to or for an **insured** who sustains **bodily injury**. The **bodily injury** must:
1. Be caused by an accident; and
 2. Arise out of the **maintenance** or use of a **motor vehicle** as a **vehicle**.
- B. If the Declarations indicates that:
1. Exclusion of Medical Expense Benefits applies, "we" will not pay any medical expenses to or for any **insured**.
 2. Exclusion of Work Loss Benefits applies, "we" will not pay any work loss to or for any **insured**.
 3. Exclusion of Funeral Expense Benefit applies, "we" will not pay any funeral expenses.
- C. Subject to the limits shown in the Declarations, personal injury protection benefits consist of the following:
1. Medical expenses. Reasonable charges incurred for reasonably necessary products, services and accommodations for an **insured's**:
 - a. Care;
 - b. Recovery; or
 - c. Rehabilitation.

Only semi-private hospital room charges will be paid unless special or intensive care is required.

"We" will pay for a product, service or accommodation only if its provider is licensed or approved and complies with any applicable laws or regulations.
 2. Funeral expenses. Actual costs incurred for an **insured's** funeral or funeral related expenses.
 3. Work loss:
 - a. Income loss. Up to 80% of the loss of gross income for work which an **insured** would have performed except for the **bodily injury**.

"We" will pay a higher percentage to the extent that an **insured** furnishes "us" with reasonable proof that his income tax is less than 20% of gross income.
 - b. Replacement services. Expenses reasonably incurred to obtain ordinary and necessary services to replace those the **insured** would have performed for personal or family benefit except for the **bodily injury**. The services must be performed within 3 years after the date of the accident. The services cannot be obtained to produce income for the **insured**.

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Work loss does not continue after an **insured** dies.

EXCLUSIONS

“We” will not provide Personal Injury Protection Coverage for **bodily injury**:

1. Sustained by “you” while **occupying** or operating any **vehicle** owned by “you” and not insured for this coverage under this Policy.
2. Sustained by any **insured** injured while intentionally causing or attempting to cause injury to himself or any other **insured**.
3. Sustained by the owner or operator of a **vehicle** involved in the accident if no **motor vehicle** is involved in the accident.
4. Sustained by any **insured** injured as a result of conduct within the course of the business of repairing, servicing or otherwise maintaining **motor vehicle** or **vehicles**. This exclusion (4.) does not apply if the conduct is:
 - a. Off the business premises; or
 - b. In the course of loading or unloading a **motor vehicle** or **vehicle**.
5. Sustained by any **insured** while **occupying** a **motor vehicle** or **vehicle** located for use as a residence or premises.
6. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War (declared or undeclared);
 - c. Civil war;
 - d. Insurrection; or
 - e. Rebellion or revolution.
7. From or as a consequence of the following, whether controlled, uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.

LIMIT OF LIABILITY

The limits of liability shown in the Declarations for the personal injury protection benefits that apply are the most “we” will pay to or for an **insured** as the result of any one accident, regardless of the number of:

1. Claims made;
2. **Your covered autos;**
3. **Motor vehicles** or **vehicles** involved in the accident; or
4. Insurers providing personal injury protection benefits.

DEDUCTIBLE

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The sum of all amounts payable to or for “you” shall be reduced by the amount of the deductible “you” select as shown in the Declarations. However, the deductible does not apply to benefits payable for emergency medical services furnished during the first 72 hours after the accident.

COORDINATION AND NON-DUPLICATION

- A.** Personal injury protection benefits are excess over but shall not duplicate amounts paid, payable or required to be provided under:
- 1.** Workers' compensation; or
 - 2.** Temporary nonoccupational disability insurance that is required by a state or the District of Columbia government.

This does not apply if the law authorizing these benefits makes them secondary to or duplicative of the benefits provided under **the Act**.

- B.** Personal injury protection benefits are excess over but shall not duplicate amounts paid or payable for the same elements of loss under any other insurance coverages, except other Personal Injury Protection coverages.
- C.** No person may recover duplicate personal injury protection benefits for the same elements of loss.

PRIORITIES OF POLICIES

“We” will pay personal injury protection benefits in accordance with the order of priorities set forth by **the Act**. “We” will not pay if there is another insurer at a higher level of priority. The priority level is:

- | | |
|--------|---|
| First | The insurer providing benefits to the insured as a named insured . If two or more policies apply under this priority and one specifically insures the motor vehicle involved in the accident, it shall be the Policy under which benefits are payable. |
| Second | The insurer of the motor vehicle occupied by the insured . |
| Third | The insurer providing benefits to an insured who is occupying an uninsured motor vehicle operated by a named insured . |

If 2 or more policies have equal priority within the highest applicable priority level:

- 1.** The insurer against which the claim is first made shall process and pay the claim as if wholly responsible, subject to subsequent contribution pro rata; and
- 2.** The maximum recovery under all policies will not exceed the amount payable under the Policy with the highest dollar limit of benefits.

III. PART E - DUTIES AFTER AN ACCIDENT OR LOSS

The following is added to Part **E**:

A person seeking Personal Injury Protection Coverage must:

- 1.** Notify “us” within 60 days of an accident of his election to receive personal injury protection benefits. “We” and the **insured** may agree in writing to extend the 60 day period.
- 2.** If “we” request, furnish “us” a sworn statement of earnings or lack of earnings:
 - a.** For a reasonable time prior to the accident; and
 - b.** Since the accident.

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IV. PART F - GENERAL PROVISIONS

Part **F** is amended as follows:

- A.** The following is added to the Our Right To Recover Payment provision:

OUR RIGHT TO RECOVER PAYMENT

“Our” rights are subject to any applicable limitation stated in **the Act** and applicable regulation.

- B.** The following provisions are added:

ASSIGNMENT OF CLAIMS TO FUTURE BENEFITS

An **insured** may not assign his right to any personal injury protection benefits payable in the future.

PREMIUM RECOMPUTATION

The Act places limitations on a person's right to sue for damages. The premium for the policy coverages reflects these limitations. If a court declares any of these limitations unenforceable “we” have the right to recompute the premium.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF THE POLICY.
PLEASE READ IT CAREFULLY.

DISTRICT OF COLUMBIA EMPLOYEES USING AUTOS IN GOVERNMENT BUSINESS

The following are not **insureds** under Part **A**:

1. The District of Columbia or any of its agencies.
2. Any person with respect to **bodily injury** or **property damage** resulting from the operation of an auto by that person as an employee of the District of Columbia.

This applies only if that person is:

- a. Acting within the scope of that person's office or employment; and
- b. Relieved from liability because of the provisions of D.C. CODE ANN. Sections 2-411 to 2-416 (Non-Liability of District Employees), as amended.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY.
PLEASE READ IT CAREFULLY.

FEDERAL EMPLOYEES USING AUTOS IN GOVERNMENT BUSINESS

The following are not insureds under Part **A**:

1. The United States of America or any of its agencies.
2. Any person with respect to **bodily injury** or **property damage** resulting from the operation of an auto by that person as an employee of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States Code as amended, require the Attorney General of the United States to defend that person in any civil action which may be brought for the **bodily injury** or **property damage**

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Policy Number:

SELECTION OF HIGHER UNINSURED MOTORISTS COVERAGE LIMITS/ SELECTION OR REJECTION OF UNDERINSURED MOTORISTS COVERAGE (District of Columbia)

District of Columbia law permits "you" to make certain decisions regarding Uninsured and Underinsured Motorists Coverage. This document briefly describes these coverages and the options available.

"You" should read this document carefully and contact us or "your" agent if "you" have any questions regarding Uninsured and Underinsured Motorists Coverage and "your" options with respect to these coverages.

A. Optional Selection Of Higher Uninsured Motorists Limits

Uninsured Motorists Coverage provides insurance protection to an **insured** for compensatory damages which the **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury** or **property damage** caused by an automobile accident. Also included are damages due to **bodily injury** or **property damage** that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

"Your" Policy must include Uninsured Motorists Coverage at limits equal to split limits of \$25,000 for each person, subject to \$50,000 for each accident with respect to bodily injury, and \$5,000 for each accident with respect to **property damage** but "you" may select optional higher limits not to exceed the Policy's liability limit.

- ☐ I select Uninsured Motorists Coverage equal to my Policy Bodily Injury/Property Damage Liability limits.
- ☐ I select the following higher limit of liability that applies with respect to the Uninsured Motorists Coverage afforded in the Policy not to exceed the Policy's liability limit.

_____ each person Bodily Injury
_____ each accident Bodily Injury
_____ each accident Property Damage

B. Mandatory Offer Of Underinsured Motorists Coverage

Underinsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the **insured** is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of **bodily injury** or **property damage** caused by an automobile accident.

"You" may purchase Underinsured Motorists Coverage at limits equal to "your" Policy Uninsured Motorists Coverage limit(s) or "you" may reject such coverage.

- ☐ I select Underinsured Motorists Coverage at limits equal to my Uninsured Motorists Coverage.
- ☐ I reject Underinsured Motorists Coverage.

Signature of Applicant/Named Insured

Date

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[Insert Brand
Logo Here]

PRODUCER # _____

QUOTE # _____

555 North Ln. Suite 6060
Telephone: 800-970-9778

Underwritten By American Family Home Insurance Company

COLLECTOR VEHICLE INSURANCE APPLICATION

PLEASE PRINT

A. APPLICANT INFORMATION

APPLICANT NAME (MR/MRS/MS) (Enter your name(s) as it appears on your vehicle registration)

MAILING ADDRESS	CITY	STATE	ZIP	COUNTY
-----------------	------	-------	-----	--------

GARAGING ADDRESS (if different than residence)	CITY	STATE	ZIP	COUNTY
--	------	-------	-----	--------

DAYTIME PHONE NUMBER	EVENING PHONE NUMBER	CELL PHONE NUMBER
----------------------	----------------------	-------------------

MARITAL STATUS	EMAIL ADDRESS
----------------	---------------

HOW MANY YEARS HAVE YOU BEEN INVOLVED IN THE COLLECTOR VEHICLE HOBBY?	OCCUPATION
---	------------

PLEASE LIST ANY COLLECTOR VEHICLE CLUBS THAT YOU BELONG TO:

IS THE COLLECTOR VEHICLE CURRENTLY INSURED WITH ANOTHER COMPANY? IF YES, INDICATE COMPANY:

☐ Yes

☐ No

B. HOUSEHOLD DRIVERS

List all household residents (licensed or not), dependents (including those away at school) and regular operators

	NAME	DATE OF BIRTH	RELATIONSHIP TO APPLICANT	DRIVERS LICENSE NUMBER & STATE	DATE LICENSED	OPERATES COLLECTOR VEHICLE	EXCLUDE DRIVER?
Applicant		/ /				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Household Member 2		/ /				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Household Member 3		/ /				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Household Member 4		/ /				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

	REGULAR USE VEHICLE (YEAR / MAKE / MODEL)	IS THIS A COMPANY VEHICLE?	Current INSURANCE COMPANY	REGULAR USE VEHICLE COVERAGE LIMITS	
				LIABILITY (EX. \$100/300)	UM/UIM (EX. \$100/300)
Applicant		<input type="checkbox"/> Yes <input type="checkbox"/> No			
Household Member 2		<input type="checkbox"/> Yes <input type="checkbox"/> No			
Household Member 3		<input type="checkbox"/> Yes <input type="checkbox"/> No			
Household Member 4		<input type="checkbox"/> Yes <input type="checkbox"/> No			

C. DRIVING RECORD

In the last 3 years, have you or any household driver had any convictions for: moving violations, suspensions, accidents, alcohol/drug related offenses or careless/reckless driving; or any insurance claims: If so, please describe below.

Applicant	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Household Member 2	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Household Member 3	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Household Member 4	<input type="checkbox"/> Yes <input type="checkbox"/> No	

D. COLLECTOR VEHICLE DETAILS

If you have more than 3 Collector vehicles, use additional forms to complete the application.

	YEAR	MAKE	MODEL	BODY STYLE	VIN	VALUE	DATE PURCHASED
Veh. 1							
Veh. 2							
Veh. 3							
	STORAGE TYPE*		STORAGE LOCATION: If different than mailing or garaging address above. Please include County.		Is the Collector Vehicle currently In your possession?		LIST LIENHOLDER / FINANCED OR LEASED
Veh. 1					<input type="checkbox"/> Yes <input type="checkbox"/> No		
Veh. 2					<input type="checkbox"/> Yes <input type="checkbox"/> No		
Veh. 3					<input type="checkbox"/> Yes <input type="checkbox"/> No		

*Storage type is: Enclosed Garage, Carport, Driveway, Self-storage, Common Garage or Other. If other, please explain below:

Are any of the above listed vehicles owned, titled or registered to someone other than the applicant?

☐ YES

☐ NO

	IS VEHICLE MODIFIED OR CUSTOMIZED?	CONDITION OF THE COLLECTOR VEHICLE				
Veh. 1	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Excellent	<input type="checkbox"/> Very Good	<input type="checkbox"/> Good	<input type="checkbox"/> Under restoration*	Odometer Reading:
Veh. 2	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Excellent	<input type="checkbox"/> Very Good	<input type="checkbox"/> Good	<input type="checkbox"/> Under restoration*	Odometer Reading:
Veh. 3	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Excellent	<input type="checkbox"/> Very Good	<input type="checkbox"/> Good	<input type="checkbox"/> Under restoration*	Odometer Reading:

*If the vehicle is under restoration please provide details such as who's doing the work and the amount of time before the vehicle will be complete.

E. VEHICLE USAGE

	Hobby Related Activities (I.e. Car shows & car club events)	Visiting Friends or Family	Exercising the motor	Occasional General Transportation (I.e. Running errands & trips to work)	Timed or Racing Events	Driver's Education Events	OTHER*	ANNUAL MILEAGE
Veh. 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Veh. 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Veh. 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

* If the vehicle is used for a reason not listed above please describe:

F. COVERAGES

Please note that the liability coverage purchased from us cannot exceed the limits of your regular use vehicles.

PLEASE SELECT THE LIMIT OF COVERAGE DESIRED BELOW. All policies must include Comprehensive Coverage.

BODILY INJURY & PROPERTY DAMAGE LIABILITY	<input type="checkbox"/> [\$15,000/30,000/10,000]	<input type="checkbox"/> \$50,000/100,000/25,000	<input type="checkbox"/> \$100,000/300,000/50,000
	<input type="checkbox"/> \$250,000/500,000/100,000	<input type="checkbox"/> \$300,000/500,000/100,000	<input type="checkbox"/> DECLINE COVERAGE
MEDICAL PAYMENTS	<input type="checkbox"/> \$1,000 <input type="checkbox"/> DECLINE COVERAGE		
UNINSURED AND UNDERINSURED MOTORIST COVERAGES	If applicable, please refer to the Uninsured/Underinsured Motorist Basic and Increased Limits Coverage Form for available coverage limits and premiums. Please complete, sign and attach the form to this application.		
COMPREHENSIVE DEDUCTIBLE	<input type="checkbox"/> [\$0]	<input type="checkbox"/> \$250	<input type="checkbox"/> \$500
	<input type="checkbox"/> \$2,500	<input type="checkbox"/> \$5,000	<input type="checkbox"/> [_____]
COLLISION DEDUCTIBLE	<input type="checkbox"/> [\$0]	<input type="checkbox"/> \$250	<input type="checkbox"/> \$500
	<input type="checkbox"/> \$2,500	<input type="checkbox"/> \$5,000	<input type="checkbox"/> [_____]
CARE PACKAGE - is a reimbursement based emergency Roadside assistance plan plus unique coverage enhancements specific for Collector Vehicle. If you would like to learn more about this affordable plan call us at (800) 543-2644.		SILVER PLAN <input type="checkbox"/> PLATINUM PLAN <input type="checkbox"/> DECLINE COVERAGE <input type="checkbox"/>	GOLD PLAN <input type="checkbox"/> TITANIUM PLAN <input type="checkbox"/>
INCREASED SPARE PARTS COVERAGE Coverage for additional spare parts that belong on the collector vehicle.		Provide me with additional coverage of \$ _____ for Spare Parts	
\$500 is included at no cost. Additional limits are available in \$500 increments			

G. IMPORTANT NOTICES & FRAUD WARNING

NOTICE OF INSURANCE INFORMATION PRACTICES

CONSUMER REPORTS

A consumer report about you or other individuals listed as policyholders, drivers or household members (e.g. driving record, claims history) may be requested in connection with this application, policy amendments and/or renewals. This consumer report information which we have or may obtain will be treated confidentially and will not be disclosed to non-affiliated third parties without your prior authorization unless permitted or required by law.

OTHER NON-PUBLIC PERSONAL INFORMATION

Information contained in this application and any additional non-public personal information subsequently collected, will not be disclosed to non-affiliated third parties without your prior authorization unless permitted or required by law.

YOUR RIGHTS

You have the right to see personal information collected about you, and you have the right to correct any information which may be wrong. You may obtain a more detailed description of our information practices and your rights regarding information we collect by viewing our privacy policy online at [Insert Brand Web address] or by calling [Insert Brand Name] at [Insert Brand Phone Number], or, if you have been issued a policy, you may write us at the address provided with your policy.

FRAUD WARNING

All states unless noted below

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Applicable in AL, AR, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties* (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

H.TERMS & CONDITIONS - PLEASE READ BEFORE SIGNING

Limitations of Use-Insured vehicle(s) may be used for hobby activities and pleasure drives. Pleasure drives do not include general or daily type transportation. Collector vehicles insured with American Family Home Insurance Company cannot be used as a substitute for your daily use vehicle. These vehicles may not be used for any timed, racing or Driver's Education events. Annual mileage may not exceed the mileage tier you purchased (refer to your policy binder or declarations page). Vehicle(s) must be kept in a completely enclosed, locked garage when not in use; unless an alternate garaging situation has been approved by [Insert Brand Name] (subject to state availability).

Acknowledgements

1. The information provided to complete the application was provided by me and, to the best of my knowledge, is accurate and true.
2. I have reviewed the attached offer of insurance and accept the coverage limits offered by [Insert Brand Name]
3. The collector vehicle(s) insured by American Family Home Insurance Company is or will be titled in as stated on this application and will remain as such. Furthermore, I will advise [Insert Brand name] of any changes in the named insured.
4. I acknowledge that the collector vehicle(s) does not currently have any unrepaired damage and further understand that American Family Home Insurance Company is not responsible for any damage that was sustained to the insured vehicle(s) prior to the issuance of this policy.
5. I understand that no one in or out of my house with less than ten (10) years' driving experience (unless specifically listed as a driver on this policy) may operate any vehicle insured by American Family Home Insurance Company.
6. In order to continue coverage, the insured must read and sign this legal agreement and provide a photo of each collector vehicle within 20 days. Any photograph will become property of [Insert Brand Name] and will not be returned.

APPLICANT'S STATEMENT

I acknowledge that I have read and understood this application in its entirety and agree with all terms and conditions set forth under this application. I agree that this application and any materials submitted by me or on my behalf, shall be incorporated into and shall constitute a part of any policy issued, whether physically attached to the policy or not. Failure to comply with any of the above terms and conditions may result in coverage being denied.

PROPOSED EFFECTIVE DATE	APPLICANT'S SIGNATURE X	DATE
-------------------------	-----------------------------------	------

HOW WOULD YOU LIKE TO BE CONTACTED REGARDING THIS APPLICATION AND ANY SUBSEQUENT SERVICE NEEDS?

☐ Phone Number

☐ Mailing Address

☐ Email Address

SERFF Tracking #:	MRTN-132182128	State Tracking #:		Company Tracking #:	AFHIC-CV-DC-F-1019
State:	District of Columbia	Filing Company:	American Family Home Insurance Company		
TOI/Sub-TOI:	19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)				
Product Name:	Collector Vehicle Program				
Project Name/Number:	Collector Vehicle Program/AFHIC-CV-DC-F-1019				

Rate Information

Rate data does NOT apply to filing.

State:	District of Columbia	Filing Company:	American Family Home Insurance Company
TOI/Sub-TOI:	19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)		
Product Name:	Collector Vehicle Program		
Project Name/Number:	Collector Vehicle Program/AFHIC-CV-DC-F-1019		

Supporting Document Schedules

Satisfied - Item:	Readability Certificate
Comments:	Please see flesch scores appearing on Form Schedule tab.
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Consulting Authorization
Comments:	
Attachment(s):	American Family Home Ins Co - FAL.pdf
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Explanatory Memo
Comments:	
Attachment(s):	Explanatory Memo FO NR APP.pdf
Item Status:	
Status Date:	



7000 Midland Boulevard
Amelia, OH 45102-2646

AMIG.COM

October 8, 2019

Re: Filing Authorization Letter
American Family Home Insurance Company
NAIC #23450 / FEIN: 31-0711074
Rate, Rule and Form Filings

To Whom It May Concern:

Please accept this filing authorization letter as certification that we hereby authorize Martin & Company to submit rate, rule, and form filings on behalf of American Family Home Insurance Company. With respect to these filings, this authorization includes responding to interrogatories and supplying additional information on our behalf as required. This authorization will remain in force and effect until withdrawn in writing.

All correspondence and inquiries related to filings under this authorization should be directed to the following:


Martin & Company
YOUR INSURANCE SOLUTIONS PARTNER
ATTN: Compliance Division
P.O. Box 70
Edgemont, PA 19028-0070
Phone: (800) 896-8000
Fax: (610) 325-4405

Should you have any questions or require additional information regarding this authorization, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Kimberly Ellington".

Kimberly Ellington
AVP-Regulatory Compliance
Phone : 1-800-759-9008 ext.5392
E-mail : kellington@amig.com

American Family Home Insurance Company
NAIC #: 23450, FEIN #: 31-0711074
Filing Memorandum

Attached for your review is a Filing Authorization Letter authorizing Martin & Company to submit this filing on behalf of American Family Home Insurance Company (hereinafter referred to as the company). Please direct all correspondence regarding this filing to Martin & Company.

The company is filing its initial Collector Vehicle Program.

Please be advised the forms are system-generated and may be formatted differently due to system constraints. The content, however, will remain the same. Therefore, the forms will not be re-filed unless otherwise requested by your Department in response to this filing.

Please be advised that variable fields are shown in brackets. The bracketed fields will be populated with the respective information, which is administrative in nature. The variable information may be subject to change and does not have an impact on the overall coverage provided by the policy.

The corresponding rate/rule filing has not yet been submitted but will be soon.

Please do not hesitate to contact us if you have any questions or further information is required.